CONTRACT CHANGE NOTICE

Change Notice Number 003
to
Contract Number **071B4300124**

CONTRACTOR	
	CISCO SYSTEMS INC
	170 West Tasman Drive
	San Jose, CA 95314
	Gigi Feril
	408-424-0712
	aferil@cisco.com
	*******9951

STATE			
	Program Manager	Jack Harris	DTMB
		517-241-9850	
		HarrisJ8@Michigan.gov	
	Contract Administrator	Mike Breen	DTMB
		(517) 284-7002	
		breenm@michigan.gov	

CONTRACT SUMMARY			
DESCRIPTION: CISCO CUSTOMER PREMISES EQUIPMENT			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW**
June 1, 2014	May 31, 2019	4 - 1 Year	May 31, 2019
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
ALTERNATE PAYMENT OPTIONS			**EXTENDED PURCHASING**
☒ P-card ☐ Direct Voucher (DV) ☐ Other			☒ Yes ☐ No
MINIMUM DELIVERY REQUIREMENTS			

DESCRIPTION OF CHANGE NOTICE				
OPTION	**LENGTH OF OPTION**	**EXTENSION**	**LENGTH OF EXTENSION**	**REVISED EXP. DATE**
☐		☐		Click here to enter a date.
CURRENT VALUE	**VALUE OF CHANGE NOTICE**	**ESTIMATED AGGREGATE CONTRACT VALUE**		
$ 1.00	$ 0.00	$ 1.00		

DESCRIPTION: Adding additional vendors (see list) for MiDeal participation. All other terms and conditions remain the same.

IBM Corporation
1 New Orchard Road
Armonk, NY 10504
Phone: 914-499-1900
Toll Free: 800-426-4968
Fax: 914-499-1900

REMIT-TO:
Sally Beyer-Woodcox
1177 South Beltline Rd
Coppell, TX 75019
Phone: 214-697-4094

CUSTOMER ORDERS:
Yogesh Saxena
196 Crescent Rd
East Lansing, MI 48824
Phone: 517-881-9083
Cust Srvc/ESCALATIONS:
Yogesh Saxena
Phone: 517-881-9083

Presidio Networked Solutions, LLC
12120 Sunset Hills Rd, Suite 202
Reston, VA 20190
Phone: 212-652-5700
Toll Free: 866-330-7060
Fax: 781-932-0026

REMIT-TO: Andrea Crosby
27335 Meadowbrook Rd
Novi, MI 01805
Phone: 781-638-2214

CUSTOMER ORDERS:
Andrea Crosby
4220 Varsity Drive
Ann Arbor, MI 48108
Phone: 781-638-2214
Cust Srvc/ESCALATIONS:
Andrea Crosby
Phone: 781-638-2214

Software Services Group Inc dba Secant Technologies ++
6935 Technology Avenue Suite A
Kalamazoo, MI 49009
Phone: 269-375-8996
Toll Free: 800-875-4222
Fax: 269-375-4222

REMIT-TO:

Account Payables
6395 Technology Avenue, Suite A
Kalamazoo, Michigan 49009
Phone: 269-488-8011

CUSTOMER ORDERS:
Bob Powers
Phone: 269-488-8042
CUSTOMER ORDERS:
Bob Powers
Phone: 269-488-8042

Form No. DTMB-3521 (Rev. 4/2012)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
PROCUREMENT
P.O. BOX 30026, LANSING, MI 48909
OR
525 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 1

to

CONTRACT NO. 071B4300124

between

THE STATE OF MICHIGAN

and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Cisco Systems, Inc.	Gigi Feril	aferil@cisco.com
170 West Tasman Drive	TELEPHONE	CONTRACTOR #, MAIL CODE
San Jose, CA 95314	(408) 424-0712	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Jack Harris	517-241-7565	
BUYER	DTMB	Mike Breen	517-284-7002	breenm@michigan.gov

CONTRACT SUMMARY:

DESCRIPTION: **Cisco Customer Premises Equipment (CPE) – MiDEAL & Statewide**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
June 1, 2014	May 31, 2019		May 31, 2019
PAYMENT TERMS	**F.O.B**	**SHIPPED**	**SHIPPED FROM**
N/A	N/A	N/A	N/A

ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS	
☒ P-card	☐ Direct Voucher (DV)	☐ Other	☒ Yes	☐ No

MINIMUM DELIVERY REQUIREMENTS:

N/A

DESCRIPTION OF CHANGE NOTICE:

EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
☒ No ☐ Yes	☐	☐		

VALUE/COST OF CHANGE NOTICE:	ESTIMATED REVISED AGGREGATE CONTRACT VALUE:
$0.00	$1.00

Effective October 21, 2014, the MiDeal WSCA-NASPO Partner List is updated. All other terms and conditions remain the same. Per DTMB Procurement.

LEGAL COMPANY NAME & PRIMARY BUSINESS ADDRESS.	PARTNER CONTACT INFORMATION	
AT&T Corp. 208 S. Akard. St. Dallas, TX 75202 Phone: 877-438-0041 Toll Free: 877-438-0041	**Cust Srvc/ESCALATIONS:** Mike Lederle Phone: 630-338-2192 **REMIT-TO:** P.O. BOX 9102 Carol Stream, IL 60197	**CUSTOMER ORDERS:** Mike Lederle 2000 W. AT&T Center Dr Hoffman Estates, IL 60192 Phone: 630-338-2192
CDW Government LLC * ++ 230 N. Milwaukee Ave. Vernon Hills, IL 60061 Phone: 847-465-6000 Toll Free: 800-808-4239 Fax: 847-968-0978	**Cust Srvc/ESCALATIONS:** Rodger White Phone: 312-705-9090 **REMIT-TO:** CDW 75 Remittance Dr. Suite 1515 Chicago, IL 60675-1515	**CUSTOMER ORDERS:** Rodger White 230 N. Milwaukee Ave. Vernon Hills, IL 60061 Phone: 312-705-9090 ***Authorized Sourcefire Reseller ++ Authorized REMC (Limited Only To K-12)**
Data Strategy, LLC 4020 East Beltline NE, Suite 201 Grand Rapids MI 49525 Phone: 616-281-5566 Fax: 616-656-2029	**Cust Srvc/ESCALATIONS:** Cameron DeMann Phone: 616-419-2801 **REMIT-TO:** Jay Debois AR Administrator 4020 East Beltline NE, Suite 201 Grand Rapids MI 49525	**CUSTOMER ORDERS:** Jay Debois 4020 East Beltline NE, Suite 201 Grand Rapids MI 49525 Phone: 616-608-1700
Frontier Communications 3 High Ridge Park Stamford, CT 06905 Phone: 972-908-4346 Toll Free: 800-921-8102	**Cust Srvc/ESCALATIONS:** Christopher Bengele Phone: 317-645-5318 **REMIT-TO:** Kathy Reynolds 221 W. Washington Street Fairmount, IL 76928 Spokane, WA 99201	**CUSTOMER ORDERS:** Kathy Reynolds 221 W. Washington Street Fairmount, IL 76928 Phone: 765-269-6278

Inacomp Technical Services Group LLC ++

17250 W 12 Mile Road, Suite 200
Southfield, MI 48076
Phone: 248-559-5700
Fax: 248-559-5782

Cust Srvc/ESCALATIONS:
Jamie Ogden

Phone: 248-559-5700

REMIT-TO:
Jamie Ogden
VP of Sales
17250 W 12 Mile Road, Suite 200
Southfield, MI 48076

CUSTOMER ORDERS:
Jamie Ogden

17250 W 12 Mile Road, Suite 200
Southfield, MI 48076
Phone: 248-559-5700

++ Authorized REMC (Limited Only To K-12)

Information Systems Intelligence, LLC ++

5975 Crossroads Commerce Pkwy SW
Wyoming, MI 49519
Phone: 616-656-2200

Fax: 616-773-6116

Cust Srvc/ESCALATIONS:
Ryan Leestma

Phone: 616-940-5105

REMIT-TO:
5975 Crossroads Commerce Pkwy SW
Wyoming, MI 49519

Phone: 616-940-5105

CUSTOMER ORDERS:
Shiela McCune
5975 Crossroads Commerce Pkwy SW
Wyoming, MI 49519
Phone: 616-940-5125

Fax: 616-773-6116

++ Authorized REMC (Limited Only To K-12)

I P Consulting Inc.

3935 29th St. SE
Kentwood, MI 49512
Phone: 616-828-4416
Fax: 616-828-4417

Cust Srvc/ESCALATIONS:
Reagan VanAntwerp
Phone: 616-217-4926

REMIT-TO:
3935 29th St. SE
Kentwood, MI 49512
Phone: 616-217-4926

CUSTOMER ORDERS:
Reagan VanAntwerp
3935 29th St. SE
Kentwood, MI 49512
Phone: 616-217-4926

Logicalis, Inc

3469 Woodlake #100
Okemos, MI 48864
Phone: 517-336-1020

Cust Srvc/ESCALATIONS:
Barry Hintz
Phone: 517-318-0187

REMIT-TO:
Logicalis
Department #172301
P.O. Box 67000
Detroit, MI 48864
Phone: 248-957-5600

CUSTOMER ORDERS:
Barry Hintz
3469 Woodlake #100
Okemos, MI 48864
Phone: 517-318-0187

Netech Corporation ++

6355 East Paris Ave SE
Caledonia, MI 49316
Phone: 616-871-1500
Toll Free: 888-481-6555
Fax: 616-871-1670

Cust Srvc/ESCALATIONS:
Amy Peterson
Phone: 616-871-1573

REMIT-TO:
Kristi Harper

P.O. BOX 99613
Troy, MI 48099
Phone: 616-871-1530

CUSTOMER ORDERS:
Amy Peterson
6355 East Paris Ave SE
Caledonia, MI 49316
Phone: 616-871-1573

++ Authorized REMC (Limited Only To K-12)

Sentinel Technologies, Inc. ++

2550 Warrenville Road
Downers Grove, IL 60515
Phone: 630-769-4300
Toll Free: 800-769-4343
Fax: 630-769-1399

Cust Srvc/ESCALATIONS:
Paddy Doogan
Phone: 630-769-4282

REMIT-TO:
Dino Depesquale
2550 Warrenville Road

Downers Grove, IL 60515
Phone: 630-769-4321

CUSTOMER ORDERS:
Mike Guy
4220 Varsity Drive
Ann Arbor, MI 48108
Phone: 630-769-5707

++ Authorized REMC (Limited Only To K-12)

Telecom Technicians, Inc.
dba TTI
6975 19 Mile Road
Sterling Heights, MI 48314
Phone: 586-268-7000
Toll Free: 800-767-0127
Fax: 586-268-7770

Cust Srvc/ESCALATIONS:
Keith Barra
Phone: 586-864-1058

REMIT-TO:
Jean Abbott
6975 19 Mile Road
Sterling Heights, MI 48314
Phone: 586-864-1128

CUSTOMER ORDERS:
Keith Barra
6975 19 Mile Road
Sterling Heights, MI 48314
Phone: 586-864-1058

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
PROCUREMENT
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

CONTRACT NO. 071B4300124
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR **Cisco Systems Inc. ("Contractor" or "Cisco")** **170 West Tasman Drive** **San Jose, California 95314** **Email:** aferil@cisco.com	TELEPHONE Gigi Feril (408) 424-0712 CONTRACTOR NUMBER/MAIL CODE BUYER/CA (517) 284-7002 **Michael Breen**
Contract Compliance Inspector: Jack Harris (517) 241-7565 **Cisco Customer Premises Equipment (CPE) – MiDEAL & Statewide**	
CONTRACT PERIOD: 5 yrs. From: **June 1, 2014** To: **May 31, 2019**	
TERMS **N/A**	SHIPMENT **N/A**
F.O.B. **N/A**	SHIPPED FROM **N/A**
ALTERNATE PAYMENT OPTIONS: ☒ P-card ☒ Direct Voucher (DV) ☐ Other	
MINIMUM DELIVERY REQUIREMENTS **N/A**	
MISCELLANEOUS INFORMATION: **THIS CONTRACT IS EXTENDED TO AUTHORIZED MiDEAL MEMBERS (www.michigan.gov/mideal).** **PARTICIPATING ADDENDUM** Under WESTERN STATES CONTRACTING ALLIANCE (WSCA) CISCO NETWORKING COMMUNICATIONS & MAINTENANCE MASTER AGREEMENT ("WSCA Master Agreement") [State of Utah Contract Ref. No. AR-233] **Estimated Contract Value: $1.00**	

All terms and conditions of the invitation to bid are made a part hereof.

FOR THE CONTRACTOR:	**FOR THE STATE:**
Cisco Systems, Inc. Firm Name	Signature
Authorized Agent Signature	**Jeff Brownlee, Chief Procurement Officer** Name/Title
Authorized Agent (Print or Type)	**DTMB, Procurement** Division
Date	Date

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET **February 1, 2012**
PROCUREMENT
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

NOTICE
OF
CONTRACT NO. 071B2200102
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR **Cisco Systems Inc. ("Contractor" or "Cisco")** **170 West Tasman Drive** **San Jose, California 95314** **Email:** aferil@cisco.com	TELEPHONE Gigi Feril (408) 424-0712 CONTRACTOR NUMBER/MAIL CODE BUYER/CA (517) 284-7002 **Michael Breen**
Contract Compliance Inspector: Jack Harris (517) 241-7565 **Cisco Customer Premises Equipment (CPE) – MiDEAL & Statewide**	
CONTRACT PERIOD: 5 **yrs.** From: **June 1, 2014** To: **May 31, 2019**	
TERMS **N/A**	SHIPMENT **N/A**
F.O.B. **N/A**	SHIPPED FROM **N/A**
ALTERNATE PAYMENT OPTIONS: ☒ P-card ☒ Direct Voucher (DV) ☐ Other	
MINIMUM DELIVERY REQUIREMENTS **N/A**	
MISCELLANEOUS INFORMATION:	

THIS CONTRACT IS EXTENDED TO AUTHORIZED MiDEAL MEMBERS (www.michigan.gov/mideal).

PARTICIPATING ADDENDUM
Under WESTERN STATES CONTRACTING ALLIANCE (WSCA) CISCO NETWORKING COMMUNICATIONS & MAINTENANCE MASTER AGREEMENT
("WSCA Master Agreement") [State of Utah Contract Ref. No. AR-233]

Estimated Contract Value: $1.00

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 MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
PROCUREMENT
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

(hereinafter "Participating State/Entity")

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.

- **Michigan Public Act 431 of 1984 as amended gives the Chief Procurement Officer, of the Department of Technology, Management and Budget Procurement Division the authority and responsibility for the procurement of goods, services, supplies, and equipment and information technology for all State of Michigan Executive Departments and agencies.**
- This Participating Addendum is available for use by State agencies, local public bodies, including political subdivisions, public K-12 schools, higher education institutions and non-profit organizations; provided, however, that all authorized non-state purchasers who wish to use this Participating Addendum must be registered, active members of the MiDeal Program at http://www.michigan.gov/localgov/0,4602,7-194-28994---,00.html.

3. Participating State Modifications or Additions to Master Agreement:
(These modifications or additions apply only to actions and relationships within the Participating State/Entity. This section is to be drafted by the Participating State/Entity and requires the entity to disclose and incorporate the provisions expressly mandated by state constitution or applicable law in contracts executed by the Participating State/Entity.)

State –Specific Constitutional & Statutory Requirements

1.0 FEDERAL AND STATE CONTRACTUAL REQUIREMENTS

1.1 Nondiscrimination

In the performance of this Contract, Contractor agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability. Contractor further agrees that every subcontract entered into for the performance of any contract or purchase order resulting here from will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each Subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 Public Act 453, as amended, MCL 37.2101, *et seq*. and the Persons with Disabilities Civil Rights Act, 1976 Public Act 220, as amended, MCL 37.1101, *et seq*., and any breach thereof may be regarded as a material breach of this Contract.

1.2 Unfair Labor Practices

Pursuant to 1980 Public Act 278, as amended, MCL 423.231, *et seq*., the State shall not award a contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to section 2 of the Act. This information is compiled by the United States National Labor Relations Board. A contractor of the State, in relation to the Contract, shall not enter into a contract with a Subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to section 4 of 1980 Public Act 278, MCL 423.324, the State may void any Contract if, subsequent to award of the Contract, the name of Contractor as an employer or the name of the Subcontractor, manufacturer or supplier of Contractor appears in the register.

1.3 Disclosure of Litigation

(a) Disclosure. Contractor must disclose any material criminal litigation, investigations or proceedings involving the Contractor (and each Subcontractor) or any of its officers or directors. In addition, each Contractor (and each Subcontractor) must notify the State of any material civil litigation, arbitration or proceeding which arises during the term of the Contract and extensions thereto, to which Contractor (or, to the extent Contractor is aware, any Subcontractor hereunder) is a party, and which involves: (i) disputes that might reasonably be expected to adversely affect the viability or financial stability of Contractor or any Subcontractor hereunder; or (ii) a claim or written allegation of fraud against Contractor or, to the extent Contractor is aware, any Subcontractor hereunder by a governmental or public entity arising out of their business dealings with governmental or public entities. Any such litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") must be disclosed in a written statement to the Contract Compliance Inspector within thirty (30) days of its occurrence. Details of settlements which are prevented from disclosure by the terms of the settlement may be annotated as such. Information provided to the State from Contractor's publicly filed documents referencing its material litigation will be deemed to satisfy the requirements of this Section 1.3(a).

(b) Assurances. In the event that any such Proceeding disclosed to the State pursuant to this Section, or of which the State otherwise becomes aware, during the term of this Contract would cause a reasonable party to be concerned about:

(i) the ability of Contractor (or a Subcontractor hereunder) to continue to perform this Contract in accordance with its terms and conditions, or

(ii) whether Contractor (or a Subcontractor hereunder) in performing Services for the State is engaged in conduct which is similar in nature to conduct alleged in such Proceeding, which conduct would constitute a breach of this Contract or a violation of Michigan law, regulations or public policy, then Contractor shall be required to provide the State all reasonable assurances requested by the State to demonstrate that: (A) Contractor and/or its Subcontractors hereunder will be able to continue to perform this Contract and any Statements of Work in accordance with its terms and conditions, and (B) Contractor and/or its Subcontractors hereunder have not and will not engage in conduct in performing the Services which is similar in nature to the conduct alleged in such Proceeding.

1.4 <u>Compliance with Laws</u>

Contractor shall comply with all applicable state, federal, and local laws and ordinances {"Applicable Laws") in providing the Services.

State – Specific Purchasing Terms and Guidelines

1.0 TERMINATION BY THE STATE

The State may terminate this Contract without further liability or penalty to the State, its departments, divisions, agencies, offices, commissions, officers, agents and employees for any of the following reasons:

1.1 <u>Termination for Cause</u>

(a) In the event that Contractor breaches any of its material duties or obligations under this Contract (including a Chronic Failure to meet any particular SLA as defined in the Statement of Work), which are either not capable of or subject to being cured, or are not cured within the time period specified in the written notice of breach provided by the State (such time period not to be less than thirty (30) days), or pose a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the State may, having provided written notice of termination to Contractor, terminate this Contract in whole or in part, for cause, as of the date specified in the notice of termination.

(b) In the event that a Statement of Work under this Contract is terminated for cause, in addition to any legal remedies otherwise available to the State by law or equity, Contractor shall be responsible for all costs incurred by the State in terminating a Statement of Work under this Contract, including but not limited to, State administrative costs, reasonable attorneys' fees and court costs, and any reasonable additional costs the State may incur to procure the terminated Services required by a Statement of Work under this Contract from other sources. Re-procurement costs shall not be considered by the parties to be consequential, indirect or incidental damages, and shall not be excluded by any other terms otherwise included in this Contract, provided such costs are not in excess of twenty-five percent (25%) more than the prices for such Service provided under the Statement of Work; provided, however, that any such costs recovered by the State under this paragraph shall otherwise be treated as damages recovered by the State for the purposes of Section 5.1.

(c) In the event the State chooses to partially terminate this Contract for cause, charges payable under this Contract will be equitably adjusted to reflect those Services that are terminated and the State shall pay for all Services provided up to the termination date. Services and related provisions of this Contract that are terminated for cause shall cease on the effective date of the termination.

(d) In the event this Contract is terminated for cause pursuant to this section, and it is determined, for any reason, that Contractor was not in breach of contract pursuant to the provisions of this section, that termination for cause shall be deemed to have been a termination for convenience, effective as of the same date, and the rights and obligations of the parties shall be limited to that otherwise provided in this Contract for a termination for convenience.

1.2 Termination for Convenience by the State

The State may terminate this Contract for its convenience, in whole or part, if the State determines that such a termination is in the State's best interest. Reasons for such termination shall be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the Services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Services no longer practical or feasible, or (c) unacceptable prices for Additional Services requested by the State. The State may terminate this Contract for its convenience, in whole or in part, by giving Contractor written notice at least one hundred twenty (120) days prior to the date of termination. If the State chooses to terminate this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those Services that are terminated. Services and related provisions of this Contract that are terminated for cause shall cease on the effective date of the termination.

1.3 Non-Appropriation

(a) Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this Contract. If funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available, the State shall have the right to terminate this Contract and all affected Statements of Work, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The State shall give Contractor at least thirty (30) days advance written notice of termination for non-appropriation or unavailability (or such time as is available if the State receives notice of the final decision less than thirty (30) days before the funding cutoff).

(b) If funding for the Contract is reduced by law, or funds to pay Contractor for the agreed-to level of the Services to be provided by Contractor are not appropriated or otherwise made available, the State may, upon thirty (30) days written notice to Contractor, reduce the level of the Services in such manner and for such periods of time as the State may elect. The charges payable under this Contract will be equitably adjusted to reflect any equipment, services or commodities not provided by reason of such reduction.

(c) In the event the State terminates this Contract or reduces the level of Services to be provided by Contractor pursuant to this Section 1.3, the State shall pay Contractor for all work-in-progress performed through the effective date of the termination or reduction in level, as the case may be, to the extent funds are available. For the avoidance of doubt, this Section 1.3 will not preclude Contractor from reducing or stopping Services and/or raising against the State in a court of competent jurisdiction, any claim for a shortfall in payment for Services performed before the effective date of termination.

1.4 Criminal Conviction

The State may terminate this Contract immediately and without further liability or penalty in the event Contractor, an officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense incident to the application for, or performance of, a State, public or private Contract or subcontract; convicted of a criminal offense, including any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State reflects upon Contractor's business integrity.

1.5 Approvals Rescinded.

The State may proactively terminate a Statement of Work issued under this Contract without further liability or penalty in the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, section 5, and Civil Service Rule 7-1. Termination may be in whole or in part and

may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in such written notice.

1.6 Rights and Obligations Upon Termination

(a) If this Contract is terminated by the State for any reason, Contractor shall (a) stop all work as specified in the notice of termination, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Deliverables or other property derived or resulting from this Contract that may be in Contractor's possession, (c) return all materials and property provided directly or indirectly to Contractor by any entity, agent or employee of the State, (d) in the event that the Contractor maintains title in equipment and software that is intended to be transferred to the State at the termination of the Contract, Contractor will transfer title in, and deliver to, the State, unless otherwise directed, all Deliverables and other Developed Materials intended to be transferred to the State at the termination of the Contract and which are resulting from the Contract (which shall be provided to the State on an "As-Is" basis except to the extent the amounts paid by the State in respect of such items included compensation to Contractor for the provision of warranty services in respect of such materials), and (e) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or termination settlement costs, to the maximum practical extent, including terminating or limiting as otherwise applicable those subcontracts and outstanding orders for material and supplies resulting from the terminated Contract.

(b) In the event the State terminates this Contract prior to its expiration for its own convenience, the State shall pay Contractor for all charges due for Services provided prior to the date of termination and, if applicable, as a separate item of payment pursuant to this Contract, for partially completed Deliverables, on a percentage of completion basis. All completed or partially completed Deliverables prepared by Contractor pursuant to this Contract shall, at the option of the State, become the State's property, and Contractor shall be entitled to receive equitable fair compensation for such Deliverables. Regardless of the basis for the termination, the State shall not be obligated to pay, or otherwise compensate, Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.

(c) Reserved.

(d) Upon a good faith termination, the State shall have the right to assume, at its option, any and all subcontracts and agreements for services and materials provided under this Contract, and may further pursue completion of the Services under this Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

1.7 Termination Assistance

If this Contract (or any Statement of Work issued under it) is terminated for any reason before completion, Contractor agrees to provide for up to seventy (70) days after the termination all reasonable termination assistance requested by the State to facilitate the orderly transfer of such Services to the State or its designees in a manner designed to minimize interruption and adverse effect. Such termination assistance will be deemed by the parties to be governed by the terms and conditions of this Contract (notwithstanding its termination) other than any terms or conditions that do not reasonably apply to such termination assistance. The State shall compensate Contractor for such termination assistance at the same rates and charges set forth in the Contract on a time and materials basis in accordance with the Amendment Labor Rates. If this Contract is terminated by Contractor under Section 2.0, then Contractor may condition its provision of termination assistance under this Section on reasonable assurances of payment by the State for such assistance, and any other amounts owed under the Contract.

1.8 Reservation of Rights

Any termination of this Contract or any Statement of Work issued under it by a party shall be with full reservation of, and without prejudice to, any rights or remedies otherwise available to such party with respect to any claims arising prior to or as a result of such termination.

1.9 End of Contract Transition

In the event this contract is terminated, for convenience or cause, or upon expiration, the Contractor agrees to comply with direction provided by the State to assist in the orderly transition of equipment, services, software, leases, etc. to the State or a third party designated by the State. In the event of termination or the expiration of this Contract, the Contractor agrees to make all reasonable efforts to effect an orderly transition of services within a reasonable period of time that in no event will exceed 70 days. These efforts shall include, but are not limited to, the following:

(a) Personnel - The Contractor shall work with the State, or a specified third party, to develop a transition plan setting forth the specific tasks and schedule to be accomplished by the parties, to effect an orderly transition. The Contractor shall allow as many personnel as practicable to remain on the job to help the State, or a specified third party, maintain the continuity and consistency of the services required by this Contract. In addition, during or following the transition period, in the event the State requires the Services of the Contractor's subcontractors or vendors, as necessary to meet its telecommunication needs, Contractor agrees to reasonably, and with good-faith, work with the State to use the Services of Contractor's subcontractors or vendors.

(b) Reserved.

(c) Information - The Contractor agrees to provide reasonable detailed specifications for all Services needed by the State, or specified third party, to properly provide the services required under this Contract. The Contractor will also provide any licenses required to perform the Services under this Contract.

(d) Software. - The Contractor shall reasonably assist the State in the acquisition of any Contractor software required to perform the Services under this Contract. This shall include any documentation being used by the Contractor to perform the Services under this Contract. If the State transfers any software licenses to the Contractor, those licenses shall, upon expiration of the Contract, transfer back to the State at their current revision level.

(e) Payment - If the transition results from a termination for any reason, reimbursement shall be governed by the termination provisions of this Contract. If the transition results from expiration, the Contractor will be reimbursed for all reasonable transition costs (i.e. costs incurred within the agreed period after contract expiration that result from transition operations).

1.10 Transition Out of this Contract

(a) In the event that this Contract is terminated, dissolved, voided, rescinded, nullified, or otherwise rendered unenforceable, the Contractor agrees to perform the following obligations, and any others upon which the State and the Contractor agree:

(i) Cooperating with any contractors, vendors, or other entities with whom the State contracts to meet its telecommunication needs, for at least seventy (70) days after the termination of this Contract;

(ii) Reserved.

(iii) Providing the State with all asset management data generated from the inception of this Contract through the date on which this Contract is terminated, in a comma-deliminated format unless otherwise required by the Program Office;

(iv) Reconciling all accounts between the State and the Contractor;

(viii) Allowing the State to request the winding up of any pending or ongoing projects at the price to which the State and the Contractor agreed at the inception of the project;

(ix) Freezing all non-critical software changes;

(x) Notifying all of the Contractor's subcontractors of procedures to be followed during the transition out phase;

(xv) Assisting with the communications network turnover, if applicable;

(xvi) Assisting in the execution of a parallel operation until the effective date of termination of this Contract

(xvii) Answering questions regarding post-migration services;

(xviii) Delivering to the State any remaining owed reports and documentation still in the Contractor's possession.

(b) In the event that this Contract is terminated, dissolved, voided, rescinded, nullified, or otherwise rendered unenforceable, the State agrees to perform the following obligations, and any others upon which the State and the Contractor agree:

(i) Reconciling all accounts between the State and the Contractor;

(ii) Completing any pending post-project reviews.

2.0 TERMINATION BY THE CONTRACTOR

If the State materially breaches its obligation to pay Contractor undisputed amounts due and owing under this Contract in accordance with Section 1, or if the State breaches its other obligations under this Contract to an extent that makes it impossible or commercially impractical for Contractor to perform the Services, and if the State does not cure the breach within the time period specified in a written notice of breach provided to the State by Contractor (such time period not to be less than thirty (30) days), then Contractor may terminate this Contract for cause, as of the date specified in the notice of termination; provided, however, that Contractor must discharge its obligations prior to any such termination. Contractor may terminate this Contract for convenience at any time by providing the State with at least one hundred twenty (120) calendar days' written notice prior to the effective date of the cancellation.

3.0 STOP WORK

3.1 Issuance of Stop Work Order

The State may, at any time, by written stop work order to Contractor, require that Contractor stop all, or any part, of the work called for by this Contract for a period of up to ninety (90) days after the stop work order is delivered to Contractor, and for any further period to which the parties may agree. The stop work order shall be specifically identified as such and shall indicate that it is issued under this Section 3.1. Upon receipt of the stop work order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage. Within the period of the stop work order, the State shall either: (a) cancel the stop work order; or (b) terminate the work covered by the stop work order as provided in Section 1 of this Contract.

3.2 Cancellation or Expiration of Stop Work Order

If a stop work order issued under this Section 3.2 is canceled or the period of the stop work order or any extension thereof expires, Contractor shall resume work. The parties shall agree upon an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if: (a) the stop work order results in an increase in the time required for, or in Contractor's costs properly allocable to, the performance of any part of this Contract; and (b) Contractor asserts its right to an equitable adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the State decides the facts justify the action, the State may receive and act upon a Contractor proposal submitted at any time before final payment under this Contract.

3.3 Allowance of Contractor Costs

If the stop work order is not canceled and the work covered by the stop work order is terminated for reasons other than material breach, such termination shall be deemed to be a termination for convenience under Section 1.2, and the State shall allow reasonable costs resulting from the stop work order in arriving at the termination settlement. For the avoidance of doubt, the

State shall not be liable to Contractor for loss of profits because of a stop work order issued under this Section 3.0.

4. INSURANCE

4.1 Coverage

Contractor shall purchase and maintain insurance at Contractor's expense for at least the following types and amounts of insurance coverage, which amounts shall be not less than any limits set forth in this Section 4.1 or required by law, whichever is greater:

(a) **Commercial General Liability Insurance** (including premises/operations liability, independent contractors liability, contractual liability, products liability, completed operations liability, broad form property damage liability, personal injury liability and extended bodily injury and death coverage) in a minimum amount of $2,000,000 per occurrence and $4,000,000 aggregate combined single limit for bodily injury or death, personal injury or property damage.

(b) **Workers Compensation Insurance** (including workers' disability compensation, disability benefit and other similar employee benefits) covering Contractor's employees in an amount not less than the limits required by law and Employers Liability Insurance covering Contractor's employees in an amount not less than $500,000 per occurrence. A non-resident Subcontractor shall have insurance for benefits payable under Michigan's Workers' Disability Compensation Law for any employee resident of and hired in Michigan; and as respects any other employee protected by workers' disability compensation laws of any other State, Contractor and its Subcontractors shall have insurance or participate in a mandatory State fund to cover the benefits payable to any such employee.

(c) **Professional Liability Insurance** issued to and covering the liability of Contractor for errors or omissions committed by Contractor, its agents and employees, in the performance of this Contract. The policy shall have limits of liability of not less than $1,000,000 per claim.

(d) **Computer Crime Insurance** providing coverage for which Contractor has been found to be legally liable to the State arising out of or related to fraudulent or dishonest acts committed by the employees of Contractor, acting alone or in collusion with others, in a minimum amount of $2,000,000, provided, however, that Contractor may self-insure this requirement by reason of deductible or otherwise, in which event such insurance will not be reflected on a certificate of insurance.

(e) **Commercial Automobile Liability Insurance** including coverage for owned, hired and non-owned vehicles with a combined single limit minimum of $1,000,000 per occurrence for bodily injury, personal injury and property damage or as required by law.

(f) **Umbrella Liability Insurance** in a minimum amount of $10,000,000, which shall apply, at a minimum, to the insurance required by Sections 4.1(a) and (e).

The insurers selected by Contractor shall have an A.M. Best rating of A-, or as otherwise approved in writing by the State, or better or, if such ratings are no longer available, with a comparable rating from a recognized insurance rating agency.

4.2 Subcontractors

Except where the State has approved in writing a Contractor subcontract with other insurance provisions, Contractor shall require all of its Subcontractors hereunder to purchase and maintain the insurance coverage as described in Section 4.1 for each Contractor in connection with the performance of work by such Subcontractors. Alternatively, Contractor may include any Subcontractors under Contractor's insurance on each coverage required in Section 4.1.

4.3 Certificates of Insurance and Other Requirements

Within thirty (30) days after the Effective Date of this Contract, Contractor shall furnish to the Purchasing Operations certificate(s) of insurance verifying insurance coverage or providing

satisfactory evidence of self-insurance as required in this Section (the "Certificates"). If any of the insurance required herein is cancelled or nonrenewed, Contractor shall replace such insurance so that there is no lapse in coverage, and shall provide to the Purchasing Operations a revised certificate of insurance evidencing same. Within thirty (30) days following the execution of this Contract, and every year thereafter, the Contractor shall provide evidence that the State and its agents, officers and employees are included as additional insureds, but only to the extent of liabilities assumed by Contractor as set forth in Section 5 of this Contract, under each commercial general liability and commercial automobile liability policy. In the event the insurer's attorney is asked to represent the State, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan. Contractor shall maintain all required insurance coverage throughout the term of the Contract and any extensions thereto and, in the case of claims-made Commercial General Liability policies, shall secure tail coverage for at least three (3) years following the expiration or termination for any reason of this Contract. The minimum limits of coverage specified above are not intended, and shall not be construed, to limit any liability or indemnity of Contractor under this Contract to any indemnified party or other persons. Contractor shall be responsible for all deductibles with regard to such insurance

5. INDEMNIFICATION

5.1 Patent/Copyright Infringement Indemnity

To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or the operation of such equipment, software, commodity or service, or the use or reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States patent, copyright, trademark or trade secret of any person or entity, which is enforceable under the laws of the United States. Notwithstanding the foregoing, the Contractor shall have no obligation to indemnify or defend the State for, or to pay any costs, damages or attorneys' fees related to, any claim based upon (i) equipment developed based on written specifications of the State; or (ii) use of the equipment in a configuration other than implemented or approved in writing by the Contractor, including, but not limited to, any modification of the equipment by the State; or (iii) the combination, operation, or use of the equipment with equipment or software not supplied by the Contractor under this Contract. The State shall in a timely manner notify the Contractor of any claim of infringement, violation or misappropriation for which the Contractor may be responsible under this Contract and shall cooperate with the Contractor to facilitate the defense or settlement of such claim. The Contractor shall keep the State reasonably apprised of the continuing status of the claim, including any lawsuit resulting there from, and shall permit the State, at its expense, to participate in the defense or settlement of such claim where executory obligations may be placed on the State, although the Contractor shall have final authority regarding defense and settlement.

In addition, should the equipment, software, commodity, or service, or its operation, become or in the State's or Contractor's reasonable opinion be likely to become the subject of a claim of infringement, the Contractor shall at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if such option is not reasonably available to the Contractor, (ii) replace or modify to the State's reasonable satisfaction the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if such option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for reasonable direct costs associated with the return of such equipment. THIS SECTION 5.1 STATES THE ENTIRE LIABILITY OF THE CONTRACTOR WITH RESPECT TO THE INFRINGEMENT OF INTELLECTUAL PROPERTY.

5.2 <u>Other Indemnities</u>

(a) General Indemnification

To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State from liability of any kind for claims brought by third parties based upon bodily injury (including death) or damage to tangible personal property (not including lost or damaged data), including all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm or corporation that may be injured or damaged by the Contractor in the performance of this Contract and that are attributable to the negligence or tortious acts of the Contractor or any of its subcontractors, or by anyone else for whose acts any of them may be liable provided that the State make reasonable effort to notify the Contractor in writing within thirty (30) days from the time that the State has knowledge of such claims. The Contractor shall not be liable to the State for claims attributable to the State's negligence or tortuous acts or consequential damages arising out of claims brought by third parties except for claims for infringement of any United States patent, copyright, trademark or trade secret.

(b) Reserved.

(c) Independent Contractor Indemnification

Contractor will defend, indemnify, and hold harmless the State, its departments, divisions, agencies, sections, commissions, officers, employees, and agents from and against all Losses, whether based on statutes, contract or tort, to the extent arising out of or resulting from any claim or action by, on behalf of or related to any employees or personnel of Contractor, including claims arising under Occupational Safety and Health Administration requirements or orders, Equal Employment Opportunity Commission requirements or orders, National Labor Relations Board or Fair Labor Standards Act, unemployment insurance or workers' compensation laws, disability benefit acts, employee benefits acts, or other applicable federal, state or local laws or regulations, except to the extent that such losses result from the State's failure to comply with this Contract or such claim or action arose or grew out of events that occurred while such person was an employee of the State, prior to his or her hire by and employment with Contractor.

(d) Continuation of Indemnification Obligations

The Contractor's duty to indemnify pursuant to Sections 5.1 and 5.2 continues in full force and effect, notwithstanding the expiration or early cancellation of the Contract, with respect to any claims based on facts or conditions that occurred prior to expiration or cancellation.

5.3 <u>Indemnification Procedures</u>

The procedures set forth below shall apply to all indemnity obligations under this Contract. The State agrees to provide reasonably necessary assistance and cooperation in the defense of any claim.

(a) After receipt by the State of notice of the action or proceeding involving a claim in respect of which it will seek indemnification, the State shall promptly notify Contractor of such claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. No failure to so notify Contractor shall relieve Contractor of its indemnification obligations except to the extent that Contractor can demonstrate damages attributable to such failure. Within thirty (30) days following receipt of written notice from the State relating to any claim, Contractor shall notify the State in writing whether Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Contractor of a claim and prior to the State receiving Contractor's Notice of Election, the State shall be entitled to defend against the claim if necessary to preserve its defense, at Contractor's expense, and Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during such period.

(b) If Contractor delivers a Notice of Election relating to any claim: (i) the State shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist

in the handling of such claim and to monitor and advise the State about the status and progress of the Defense; (ii) Contractor shall provide written notice to the State of a proposed settlement and allow the State five (5) Business Days to provide written consent for the settlement proposed, unless a shorter time period is reasonably necessary to preserve the settlement opportunity and such shorter time is reflected in the notice of the proposed settlement. In no event shall the time period be less than twenty-four (24) hours following actual notice. If the State does not reject the proposal in writing, stating the reasons for the rejection by the date specified in the notice or five (5) Business Days if no other time period is specified, the State will be deemed to have approved the proposed settlement or ceasing to defend against such claim and (iii) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State shall have the right, at its own expense, to control the defense of that portion of such claim involving the principles of Michigan governmental or public law. Notwithstanding the foregoing, consent is not required where Contractor settlement is in compliance with State law and includes a release of the State by Contractor from any liability arising out of such claim. Any litigation activity on behalf of the State of Michigan, or any of its subdivisions pursuant to this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State pursuant to this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

(c) If Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State shall have the right to defend the claim in such manner as it may deem appropriate. If it is determined that the claim was one against which Contractor was required to indemnify the State, upon request of the State, Contractor shall promptly reimburse the State for all such reasonable costs and expenses.

6.0 LIMITATION OF LIABILITY AND EXCUSABLE FAILURE

6.1 <u>Limitation of Liability</u>

The Contractor's liability for damages to the State shall be limited to money paid to Contractor per rolling 365 Day period. This limitation of liability is cumulative and not per incident. The foregoing limitation of liability shall not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

The parties agree that neither the Contractor nor the State shall be liable to each other, regardless of the form of action, whether in contract, tort, strict liability, or otherwise, for consequential, incidental, indirect, or special damages including lost profits, sustained or incurred in connection with this Contract and whether or not such damages are foreseeable. The foregoing limitation of liability shall not apply to claims for infringement of United States patent, copyright, trademark or trade secrets or to claims for personal injury or damage to property (excluding loss of data) caused by the gross negligence or willful misconduct of the Contractor.

4. <u>Lease Agreements</u>**:** [NOTE: 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. Insert a statement about whether or not equipment lease agreement terms and conditions included in the Master Agreement have been approved for use by the Participating State and any restrictions or requirements for the use of the lease agreement language in the Master Agreement.]

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

Contractor

Name	Gigi Feril Cisco Systems, Inc.
Address	135 North McCarthy Blvd Milpitas, CA 95035
Telephone	(408) 424-0712
Fax	(408) 608-1729
E-mail	aferil@cisco.com

Participating Entity

Name	Michael Breen, CPPS Buyer Specialist State of Michigan Department of Technology, Management & Budget
Address	Mission Building, 2nd Floor P.O. Box 30026 Lansing, Michigan 48908
Telephone	(517) 284-7002
Fax	(517) -
E-mail	breenm@michigan.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 XXX, 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 Addendum. Contractor may designate a minimum of two Fulfillment Partners and no set maximum number of Fulfilment 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.

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.

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

Participating State:	Contractor: Cisco Systems, Inc.
By:	By:
Name:	Name:
Title:	Title:

Date:	Date:

[Additional signatures as required by Participating State]

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]