Form No. DTMB-3524 (Revised 10/2015)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: No further payment will be made to the previous Contractor name.

STATE OF MICHIGAN

DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET

PROCUREMENT

525 W. ALLEGAN STREET
LANSING, MI 48933

P.O. BOX 30026
LANSING, MI 48909

CHANGE OF CONTRACTOR NAME and/or TAX ID NUMBER

CHANGE NOTICE NO. 002
to
CONTRACT NO. 071B4300132
between
THE STATE OF MICHIGAN
and

CURRENT NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Netech Corporation	Steve Faber	sfaber@presidio.com
6355 East Paris Ave SE	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
Grand Rapids, MI 49316	616-871-1505	[redacted]

NEW NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Presidio	Steve Faber	sfaber@presidio.com
6355 East Paris Ave SE	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
Grand Rapids, MI 49316	616-871-1505	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	DTMB	Scott Hall	517-241-4255	Halls9@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Mike Breen	517-284-7002	breenm@michigan.gov

CONTRACT SUMMARY

DESCRIPTION: Contract via Western Alliance allows for procurement of Cisco and Cisco related products and services

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	CURRENT EXPIRATION DATE
5 years	5/31/2019	6/1/2014	5/31/2019

PAYMENT TERMS	DELIVERY TIMEFRAME
N45	

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
☐ P-card ☐ Direct Voucher (DV) ☐ Other	☒ Yes ☐ No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$15,000,000	0.00	$15,000,000

DESCRIPTION: Awarded through Cisco contract 071B43000124 as an eligible subcontractor (VAR) from that contract

Form No. DTMB-3522 (Rev. 4/2012)
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

CHANGE NOTICE NO. 1
to
CONTRACT NO. 071B4300132
Between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Netech Corporation 6355 East Paris Ave. SE Grand Rapids, MI 49316	Steve Faber	sfaber@netecorp.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(616) 871-1505	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	DTMB	Jack Harris	517-241-9850	Harrisj8@michigan.gov
BUYER:	DTMB	Mike Breen	517-284-7002	breenm@michigan.gov

CONTRACT SUMMARY:

DESCRIPTION: Cisco System Contract - VARS

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
June 1, 2014	May 31, 2019	**None**	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	**$15,000,000.00**

Effective November 4, 2014, the attached language replaces that in the original contract section 4.2.4 INSURANCE in its entirety for purposes of clarification. All other pricing, terms and conditions remain the same. Per vendor and agency agreement, and DTMB Procurement approval.

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. The Workers Compensation policy must include a waiver of subrogation, except where a waiver is prohibited by law.

(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) **Privacy and Security Liability (Cyber Liability)** including coverage for information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability, and in a minimum amount of $2,000,000 each occurrence and $2,000,000 annual aggregate.

(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 better and a financial size of VII or better, or as otherwise approved in writing by the State.

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 of Michigan,its departments, divisions, agencies, offices, commissions, 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, umbrella liability, and privacy and security liability (cyber 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.

Form No. DTMB-3522 (Rev. 4/2012)
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

NOTICE OF
CONTRACT NO. 071B4300132
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Netech Corporation	Steve Faber	sfaber@netecorp.com
6355 East Paris Ave. SE	TELEPHONE	CONTRACTOR #, MAIL CODE
Grand Rapids, MI 49316	(616) 871-1505	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	DTMB	Jack Harris	517-241-9850	Harrisj8@michigan.gov
BUYER:	DTMB	Mike Breen	517-284-7002	breenm@michigan.gov

CONTRACT SUMMARY:

DESCRIPTION: **Cisco System Contract - VARS**

INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
5 years	June 1, 2014	May 31, 2019	None
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

MISCELLANEOUS INFORMATION:

N/A

ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:	$15,000,000.00

Form No. DTMB-3522 (Rev. 4/2012)
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. 071B4300132
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Netech Corporation	Steve Faber	sfaber@netecorp.com
6355 East Paris Ave. SE	TELEPHONE	CONTRACTOR #, MAIL CODE
Grand Rapids, MI 49316	(616) 871-1505	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	DTMB	Jack Harris	517-241-9850	Harrisj8@michigan.gov
BUYER:	DTMB	Mike Breen	517-284-7002	breenm@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: Cisco System Contract - VARS			
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
5 years	June 1, 2014	May 31, 2019	None
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			
MISCELLANEOUS INFORMATION:			
N/A			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:	$15,000,000.00		

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the solicitation #084R4300028. Contact is awarded per State Administrative Board approval. Contract is awarded via Cisco Systems Contract 071B433000124 and are eligible subcontractors as (VARS) from that contract.

Notice of Contract #: 071B4300132

FOR THE CONTRACTOR:	**FOR THE STATE:**
Netech Corporation	
Firm Name	Signature
	Genevieve Hayes, Acting IT Division Director
Authorized Agent Signature	Name/Title
	DTMB Procurement
Authorized Agent (Print or Type)	Enter Name of Agency
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
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
Phil Lozano Authorized Agent (Print or Type)	**DTMB, Procurement** Division
May 21, 2014 Date	5/30/14 Date

APPROVED BY LEGAL

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.)

4. State –Specific Constitutional & Statutory Requirements

4.1 FEDERAL AND STATE CONTRACTUAL REQUIREMENTS

4.1.1 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.

4.1.2 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.

4.1.3 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 4.1.3(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.

4.1.4 Compliance with Laws

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

4.2 State – Specific Purchasing Terms and Guidelines

4.2.1 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:

4.2.1.1 Termination for Cause

(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 4.2.5.1.

(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.

4.2.1.2 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.

4.2.1.3 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 4.2.1.3, 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 4.2.1.3 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.

4.2.1.4 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.

4.2.1.5 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.

4.2.1.6 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.

4.2.1.7 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 4.2.2, 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.

4.2.1.8 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.

4.2.1.9 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).

4.2.1.10 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.

4.2.2 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 4.2.1, 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.

4.2.3 STOP WORK

4.2.3.1 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 4.2.3.1. 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 4.2.1 of this Contract.

4.2.3.2 Cancellation or Expiration of Stop Work Order

If a stop work order issued under this Section 4.2.3.2 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.

4.2.3.3 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 4.2.1.2, 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 4.2.3.0.

4.2.4. INSURANCE

4.2.4.1 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 4.2.4.1 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 4.2.4.1(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.

4.2.4.2 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 4.2.4.1 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 4.2.4.1.

4.2.4.3 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 4.2.5 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

4.2.5. INDEMNIFICATION

4.2.5.1 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 4.2.5.1 STATES THE ENTIRE LIABILITY OF THE CONTRACTOR WITH RESPECT TO THE INFRINGEMENT OF INTELLECTUAL PROPERTY.

4.2.5.2 Other Indemnities

(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 4.2.5.1 and 4.2.5.2 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.

4.2.5.3 Indemnification Procedures

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.

4.2.6.0 LIMITATION OF LIABILITY AND EXCUSABLE FAILURE

4.2.6.1 Limitation of Liability

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.

5. 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.

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

Contractor

Name	Gigi Feril Cisco Systems, Inc.
Address	170 West Tasman Drive San Jose, CA 95134
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.*

7. Subcontractors: All Contractor's Fulfillment Partners, as defined in the Master Agreement, authorized in the State, 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.

8. 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.

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

10. 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.

11. 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 6 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.

12. 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: Phil Lozano
Title:	Title: Director, Finance
Date:	Date: May 21, 2014

[Additional signatures as required by Participating State]

APPROVED BY LEGAL

STATE OF UTAH - STATE COOPERATIVE CONTRACT

CONTRACT NUMBER AR233

1. CONTRACTING PARTIES: This State Cooperative Contract is between the **Division of Purchasing and General Services (State)**, 3150 State Office Building, PO Box 141061, Salt Lake City, UT 84114-1061, an agency of the State of Utah, and the following CONTRACTOR:

Cisco Systems, Inc.
Name

170 West Tasman Dr.
Address

San Jose | CA | 95134
City | State | Zip

(Corporate Headquarters Address)

LEGAL STATUS OF CONTRACTOR
- ☐ Sole Proprietor
- ☐ Non-Profit Corporation
- ☒ For-Profit Corporation
- ☐ Partnership
- ☐ Government Agency

Contact Person Mimi Farr Phone # 408-527-2627 Fax # 408-608-1802 Email mimnguye@cisco.com
Federal Tax ID# 77-0059951 Vendor #VC0000118462 Commodity Code #20458, 20464, 20621, 20623, 20659, 83833, 83800, 88332, 92000

2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide:

Data communication equipment and services. A detailed list of awarded categories and subcategories are included in Attachment B - Scope of Work.

Cisco is authorized to provide equipment and services in the following categories:

5.2.1 Data Center Application Service
5.2.2 Networking Software
5.2.3 Network Optimization and Acceleration
5.2.4 Optical Networking
5.2.5 Routers
5.2.6 Security
5.2.7 Storage Networking
5.2.8 Switches
5.2.9 Wireless
5.3.0 Unified Communications

3. CONTRACT PERIOD: Effective date: June 1, 2014 Termination date: May 31, 2019 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): N/A

4. PRICING AS PER THE ATTACHMENT C
PAYMENT TERMS: Net 30
DAYS REQUIRED FOR DELIVERY: 30 days ARO
MINIMUM ORDER: N/A
FREIGHT TERMS: FOB Destination, Freight Prepaid

5. ATTACHMENT A: Standard Contract Terms and Conditions, State Cooperative Contract
ATTACHMENT B: Scope of Work
ATTACHMENT C: Product Offerings and Pricing
ATTACHMENT D: Vendors Response to Solicitation JP14001. The parties hereby acknowledge and agree that any exceptions stated in attachment "D" – Vendor's Proposal Response have been removed and/or resolved between the parties. Any exception in attachment "D" are explicitly NOT a part of this contract.

Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A. State specific Terms and Conditions will be found in the executed Participating Addendums. State Terms

and Conditions in an executed Participating Addendum will take priority in the event of conflict between those terms and conditions and this Cooperative Contract.

6. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
   a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
   b. Utah State Procurement Code, Procurement Rules, CONTRACTOR'S response to Bid #JP14001 and JP14001-1 dated August 30, 2013 and December 2, 2013.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

March 19, 2014

Contractor's Signature — Date

Juan Pablo Brockmann

Director, Finance

Type or Print Name and Title

STATE OF UTAH

Kent D Beers 3/20/14

Director, Div. of Purchasing & General Svs. — Date

APPROVED BY LEGAL

ATTACHMENT A

WSCA-NASPO Master Agreement Terms and Conditions

1. AGREEMENT ORDER OF PRECEDENCE:

The Master Agreement shall consist of the following documents:

1. A Participating Entity's Participating Addendum ("PA");
2. WSCA-NASPO Master Agreement Terms and Conditions (the "Agreement" or "Master Agreement");
3. The Statement of Work;
4. The Solicitation; and
5. Contractor's response to the Solicitation.

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contractor's response to the Solicitation, or terms listed or referenced on the Contractor's website, in the Contractor quotation/sales order or in similar documents subsequently provided by the Contractor.

2. AMENDMENTS The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the WSCA-NASPO Contract Administrator.

3. ASSIGNMENT/SUBCONTRACT Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the WSCA-NASPO Contract Administrator, which approval will not be unreasonably withheld or delayed.

Notwithstanding the foregoing, Contractor may, with prior written consent from Participating States, which consent shall not be unreasonably withheld, enter into subcontracts with third parties as "Fulfillment Partners." Fulfillment Partners are Subcontractors who may provide products and services under this Master Agreement at the price discounts established in this Master Agreement and bill Purchasers directly for such products and services.

4. CANCELLATION The Master Agreement may be canceled by either party upon 60 days notice, in writing, prior to the effective date of the cancellation. Further, any Participating State may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the special terms and conditions of this solicitation. Cancellation may be in whole or in part. Any cancellation under this provision shall not effect the rights and obligations attending orders outstanding at the time of cancellation, including any right of and Purchasing Entity to indemnification by the Contractor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Cancellation of the Master Agreement due to Contractor default may be immediate.

On termination, all accounts and payments will be processed according to the financial arrangements set forth herein for products delivered and/or approved services rendered to date of termination.

Rights upon Termination or Expiration

1. Upon termination or expiration of this Master Agreement or a Participating Addendum, (a) Contractor reserves the right to cease all further delivery of product or services, and (b) all outstanding invoices become due and payable within thirty (30) days of termination,. If Contractor agrees to complete delivery of any further products or services due against any existing accepted Purchase Orders, then Customer shall pay for such products or services in advance within thirty (30) days.
2. Except for a termination of this Master Agreement or a Participating Addendum resulting from Customer's breach of Contractor's proprietary rights and software licensing, Confidential Information, or Export, Re-Export, Transfer and Use Controls, upon termination or expiration of this contract, Customer may continue to use, in accordance with the terms and conditions of this contract and/or the Participating Addendum, products provided to it by Contractor prior to the date of termination or expiration provided (1) payment has been made in full for such products and (2) license rights allow for such continued use.
3. In the event of any termination pursuant to this section, and unless otherwise required by law or court of competent jurisdiction, Customer shall remain obligated to comply in perpetuity with the provisions of Contractor's Software License terms, and Confidential Information.

5. CONFIDENTIALITY, NON-DISCLOSURE AND INJUNCTIVE RELIEF

5.1 Confidentiality. Each party acknowledges that it and its employees or agents may, in the course of dealing under this Master Agreement, be exposed to or acquire information that may be deemed confidential. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by the receiving party or its employees or agents (the "Receiving Party") in the performance of this Master Agreement, including, but not limited to, the following "Confidential Information": (a) any Participating Entity records, (b) personnel records, and (c) information concerning individuals, is confidential information of the disclosing party (the "Disclosing Party"),. Any reports or other documents or items (including software) that result from the use of the Confidential Information shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (a) is or becomes (other than by disclosure by the Disclosing Party) publicly known; (b) is furnished by the Disclosing Party to others without restrictions similar to those imposed by this Master Agreement; (c) is rightfully in the Receiving Party's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (d) is obtained from an independent source without the obligation of confidentiality, (e) is disclosed with the written consent of Participating Entity or; (f) is independently developed by employees, agents or subcontractors of either party who can be shown to have had no access to the Confidential Information.

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

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

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

5.2 Non-Disclosure. The Receiving Party shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use

Confidential Information for any purposes whatsoever other than the performance of this Master Agreement, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. The Receiving Party shall use commercially reasonable efforts to assist the Disclosing Party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, the Receiving Party shall advise the Disclosing Party immediately if the Receiving Party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement and the Receiving Party shall at its expense cooperate with the Disclosing Party in seeking injunctive or other equitable relief in the name of the Disclosing Party against any such person. Except as directed by the Disclosing Party, the Receiving Party will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at the Disclosing Party's request, the Receiving Party shall turn over to the Disclosing Party all documents, papers, and other matter in the Receiving Party's possession that embody Confidential Information. Notwithstanding the foregoing, the Receiving Party may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

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

6. DEBARMENT The contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by WSCA-NASPO.

7. DEFAULTS & REMEDIES

a. The occurrence of any of the following events shall be an event of default under this Master Agreement:

i. Nonperformance of contractual requirements; or

ii. A material breach of any term or condition of this Master Agreement; or

iii. Any representation or warranty by Contractor in response to the solicitation or in this Master Agreement proves to be untrue or materially misleading; or

iv. Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or

v. Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, the non-defaulting party shall issue a written notice of default, identifying the nature of the default, and providing a period of 60 calendar days in which the defaulting party shall have an opportunity to cure the default. The non-defaulting party shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the non-defaulting party, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate the defaulting party's liability for damages, to the extent provided for under this Master Agreement.

Participating Addendum: If either party to a Participating Addendum (including the Lead State when acting in its sovereign capacity under this Master Agreement) materially breaches any of the provisions of a Participating Addendum, the non-breaching party may terminate the Participating Addendum as follows: (a) immediately upon providing written notice to the breaching party if the breach is not capable of being

cured, and (b) thirty (30) calendar days after providing written notice to the breaching party if the breaching party fails to cure such breach within such thirty (30) calendar day period. Notwithstanding the foregoing, a Participating Addendum may be terminated immediately by Contractor for cause in the event of Purchaser's breach of the provisions relating to Software License or Confidential Information.

The cure periods stated in the above paragraphs shall not apply to any failure(s) to perform that result from the willful or negligent acts or omissions of the aggrieved party.

c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and Lead State shall have the right to exercise any or all of the following remedies:

i. Exercise any remedy provided by law; and
ii. Terminate this Master Agreement and any related Contracts or portions thereof; and
iii. Suspend Contractor from receiving future bid solicitations; and
iv. Suspend Contractor's performance; and
v. Withhold payment until the default is remedied.

d. In the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum.

8. DELIVERY

8.1 After receipt and acceptance by Contractor of Customer's Order(s), Contractor will use commercially reasonable efforts to ship all direct orders designated for shipment to U.S. locations within thirty (30) days for all products. Please note that the following circumstances may affect lead times: (i) new products purchased within the first three (3) months of release of the product which are subject to Contractor's then current published lead-times, (ii) third-party stand-alone products which are not a component of equipment resold by Contractor, (iii) end-of-life products where the termination of the product has been announced by Contractor, (iv) products which have been line-stopped due to software discrepancies, reconfiguration, industry-wide product shortages, or alleged infringement claims, or (vi) situations where government rated orders create delays in lead-times.

Notwithstanding the foregoing, at any time when Customer states "expedite" on an order or otherwise communicates to Contractor that an order is to be expedited, Contractor shall use all commercially reasonable efforts to ensure the earliest possible delivery of such products.

8.2 Contractor will communicate scheduled shipping dates in the order acknowledgement and/or on www.cisco.com within three (3) business days after receipt of an electronic order on www.cisco.com, provided, however, that in the event such notification is not received in this time period, Customer shall notify Contractor of the non-receipt, and Contractor's sole obligation with respect to such non-receipt shall be to promptly provide the information to the Customer after such notification.

8.3 If Contractor has reason to believe that the actual shipment date will occur later than the original shipment date acknowledged by Contractor for reasons caused by Contractor, Contractor shall use commercially reasonable efforts to promptly provide additional information to Customer including by electronic posting of the expected period of delay and, upon request, of the steps available, if any, to minimize the delay. If the extended delivery date is anticipated to be more than thirty (30) calendar days beyond the originally scheduled delivery date, the parties will work in good faith to resolve any ordering issues pursuant to the order escalation process.

8.4 Shipping terms are FOB destination, shipping and handling prepaid by Contractor. The method of shipment shall be consistent with the nature of the products and hazards of transportation. Title and risk of loss shall pass to Customer upon delivery.

8.5 If Customer requests delivery of products to Customer's forwarding agent or other representative, Customer assumes responsibility for compliance with applicable export laws and regulations.

8.6 Contractor is not liable for damage or penalty for delay in delivery or for failure to give notice of delay. Contractor shall not have any liability in connection with product shipment other than as set forth in this Section.

All sales are final. Except as provided in Contractor's Limited Warranty, Contractor only permits the return of un-opened products due to Contractor's shipping or order processing error, or damage in transit. No other returns are authorized under this Master Agreement. Warranty returns will not be subject to any restocking charges.

9. FORCE MAJEURE Neither party to this Master Agreement shall be held responsible for delay or default caused by including, but not limited to, fire, riot, acts of God and/or war which is beyond that party's reasonable control. WSCA-NASPO may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

The obligations and rights of the excused party shall be extended on a day-by-day basis for the time period equal to the period of the excusable delay. When payments are delayed solely due to a force majeure event, late fees with respect to such payment will not accrue during the period of such force majeure event.

10. GOVERNING LAW This procurement and the resulting agreement shall be governed by and construed in accordance with the laws of the state sponsoring and administering the procurement. The construction and effect of any Participating Addendum or order against the Master Agreement(s) shall be governed by and construed in accordance with the laws of the Participating Entity's State. Venue for any claim, dispute or action concerning an order placed against the Master Agreement(s) or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

11. INDEMNIFICATION

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

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

12. INDEMNIFICATION – INTELLECTUAL PROPERTY

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

Contractor's obligations to defend the IPR Claim and indemnify the Purchaser are conditional upon:

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

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

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

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

12.3 If an IPR Claim has been made, or in Contractor's reasonable opinion is likely to be commenced, Purchaser agrees to permit Contractor, at its option and expense, either to: (a) procure for Purchaser the right to continue using the product; (b) replace or modify the product so that it becomes non-infringing; or (c) immediately terminate both parties' respective rights and obligations under this Master Agreement with regard to the product, in which case Purchaser will return the product to Contractor and Contractor will refund to Purchaser the price originally paid by Purchaser to Contractor for the product, as depreciated or amortized by an equal annual amount over three (3) years from date of original shipment.

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

12.4.1 the combination, operation, or use of a product supplied under this Master Agreement with any product, device, or software not supplied by Contractor;

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

12.4.3 the alteration or modification of any product supplied under this Master Agreement from and after the date such product is so supplied and such alteration or modification is not made by Contractor;

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

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

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

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

Waiver of Consequential and Other Damages. In no event shall Contractor or its suppliers be liable for any incidental, special, indirect, or consequential damages, or lost or damaged data (except for a loss of

Purchaser data caused by Contractor's negligence), arising in tort (including negligence), or otherwise, even if Contractor or its suppliers have been informed of the possibility thereof.

13. INDEPENDENT CONTRACTOR The contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind WSCA-NASPO or the respective states to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA-NASPO or the states, except as expressly set forth herein.

14. INDIVIDUAL CUSTOMER Except to the extent modified by a Participating Addendum, each Participating Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or to recover any costs allowed in the Master Agreement and applicable Participating Addendum for their purchases. Each Participating Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Participating Entity individually.

15. INSURANCE Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or at a Participating Entity's option, result in termination of its Participating Addendum.

Coverage shall be written on an occurrence basis. The limits shall be as indicated below, with no deductible for each of the following categories:

a) Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of $1 million per occurrence/$2 million general aggregate;

b) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

Contractor shall pay premiums on all insurance policies.

Prior to commencement of the work, Contractor shall provide to the Participating Entity a written endorsement to the Contractor's general liability insurance policy that (i) names the Participating Entity as an additional insured, but only to the extent of liabilities falling within Contractor's indemnity obligations pursuant to the terms of this Master Agreement, and (ii) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of the Participating Entity as secondary and noncontributory.

Contractor shall furnish to Participating Entity copies of certificates of all required insurance within thirty (30) calendar days of the Participating Addendum's effective date and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at State's sole option, result in this Master Agreement's termination. In addition, should any of the required insurance be cancelled or non-renewed, Contractor shall immediately replace such insurance and provide to Participating Entity a certificate of insurance evidencing the replacement insurance.

Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement.

16. LAWS AND REGULATIONS Any and all supplies, services and equipment offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

17. LICENSE OF PRE-EXISTING INTELLECTUAL PROPERTY

17.1 License. Conditioned upon compliance with the terms and conditions of the license granted herein or as represented in Contractor's End User License Agreement, Contractor grants to

Customer a nonexclusive and nontransferable license to use for Customer's internal business purposes the Software and the Documentation for which Customer has paid the required license fees, subject to the terms herein and Exhibit 1, End User License Agreement.

Customer's license to use the Software shall be limited to, and Customer shall not use the Software in excess of, a single hardware chassis or card or that number of agent(s), concurrent users, sessions, IP addresses, port(s), seat(s), server(s), or site(s), as set forth in the applicable Purchase Order which has been accepted by Contractor and for which Customer has paid to Contractor the required license fee.

Unless otherwise expressly provided in the documentation, Customer shall use the Software solely as embedded in, for execution on, or (where the applicable documentation permits installation on non-Contractor equipment) for communication with Contractor equipment owned or leased by Customer and used for Customer's internal business purposes. For evaluation or beta copies for which Contractor does not charge a license fee, the above requirement to pay license fees does not apply.

17.2 General Limitations. This is a license, not a transfer of title, to the Software and Documentation, and Contractor retains ownership of all copies of the Software and Documentation. Customer acknowledges that the Software and Documentation contain trade secrets of Contractor, its suppliers or licensors, including but not limited to the specific internal design and structure of individual programs and associated interface information. Accordingly, except as otherwise expressly provided under this Agreement, Customer shall have no right, and Customer specifically agrees not to:

17.2.1 transfer, assign or sublicense its license rights to any other person or entity, or use the Software on unauthorized or secondhand Contractor equipment, and Customer acknowledges that any attempted transfer, assignment, sublicense, or use shall be void;

17.2.2 except as approved in writing by Contractor, make error corrections to or otherwise modify or adapt the Software or create derivative works based upon the Software, or permit third parties to do the same;

17.2.3 reverse engineer or decompile, decrypt, disassemble, or otherwise reduce the Software to human-readable form, except to the extent otherwise expressly permitted under applicable law notwithstanding this restriction;

17.2.4 use or permit the software (other than embedded in the product) to be used to perform services for third parties, whether on a service bureau or time sharing basis or otherwise, without the express written authorization of Contractor; or

17.2.5 except and to the extent expressly required by a Participating State's applicable records laws or final court order (provided that the Participating State provides: (1) prior written notice to Contractor of such obligation and (2) the opportunity to oppose such disclosure, provision, or otherwise making available), disclose, provide, or otherwise make available trade secrets contained within the Software and Documentation in any form to any third party without the prior written consent of Contractor. Customer shall implement reasonable security measures to protect such trade secrets.

To the extent required by law, and at Customer's written request, Contractor shall provide Customer with the interface information needed to achieve interoperability between the Software and another independently created program, on payment of Contractor's applicable fee, if any. Customer shall observe strict obligations of confidentiality with respect to such information and shall use such information in compliance with any applicable terms and conditions upon which Contractor makes such information available.

17.3 Software, upgrades/updates, and additional copies.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS MASTER AGREEMENT: (1) CUSTOMER HAS NO LICENSE OR RIGHT TO USE ANY ADDITIONAL COPIES OR

UPGRADES UNLESS CUSTOMER, AT THE TIME OF ACQUIRING SUCH COPY OR UPGRADE, ALREADY HOLDS A VALID LICENSE TO THE ORIGINAL SOFTWARE AND HAS PAID THE APPLICABLE FEE FOR THE UPGRADE OR ADDITIONAL COPIES; (2) USE OF UPGRADES IS LIMITED TO CONTRACTOR EQUIPMENT FOR WHICH CUSTOMER IS THE ORIGINAL END USER PURCHASER OR LESSEE OR WHO OTHERWISE HOLDS A VALID LICENSE TO USE THE SOFTWARE WHICH IS BEING UPGRADED; AND (3) THE MAKING AND USE OF ADDITIONAL COPIES IS LIMITED TO NECESSARY BACKUP PURPOSES ONLY.

17.4 Proprietary Notices. Customer agrees to maintain and reproduce all copyright and other proprietary notices on all copies, in any form, of the Software in the same form and manner that such copyright and other proprietary notices are included on the Software. Except as expressly authorized in this Agreement, Customer shall not make any copies or duplicates of any Software without the prior written permission of Contractor.

17.5 Term and Termination of License. This license granted herein shall remain effective until terminated. Customer may terminate the license at any time by destroying all copies of Software and any Documentation except as to the minimum number of copies required by law to keep for archival records purposes only. Customer's rights under this license will terminate immediately if Customer fails to comply with any material provision of this license and Contractor will give Customer notice of such non-compliance. Upon termination, Customer shall destroy all copies of Software and Documentation in its possession or control.

17.6 Customer Records. Customer grants to Contractor and its independent accountants the right to examine Customer's books, records, and accounts during Customer's normal business hours to verify compliance with this license. In the event such audit discloses non-compliance with this license, Customer shall promptly pay to Contractor the appropriate license fees, plus the reasonable cost of conducting the audit. In all other circumstances, the audit fees shall be paid by Contractor.

18. NO WAIVER OF SOVEREIGN IMMUNITY In no event shall this Master Agreement, any Participating Addendum or any contract or any purchase order issued thereunder, or any act of a Lead State or a Participating Entity, be a waiver by the Participating Entity of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

If a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the Participating State. This section applies to a claim brought against the Participating State only to the extent Congress has appropriately abrogated the Participating State's sovereign immunity and is not consent by the Participating State to be sued in federal court. This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

19. ORDER NUMBERS Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence. Any such information will be per Contractor's existing free form structure, without customization. The purchase order numbers reflect Contractor's Fulfillment Partner purchase order numbers; however, Contractor will request that its Fulfillment Partners use reasonable efforts to provide the Customer purchase order number in the free form notes.

ORDERS. Notwithstanding anything contained in the Master Agreement to the contrary:

1. Contractor reserves the right to require that purchases be made through Fulfillment Partners. Where so required by Contractor, Purchasers shall not order Products or Services directly from Contractor and shall order same from Fulfillment Partner. Purchaser shall purchase products by issuing a written or electronic Purchase Order, signed or (in the case of electronic transmission) sent by its authorized representative, indicating specific products, quantity, unit price, total

purchase price, shipping instructions, requested delivery dates, bill-to and ship-to addresses, tax exempt certifications, if applicable, and any other special instructions.

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

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

4. Purchaser may defer product shipment up to thirty (30) days from the originally scheduled shipping date, provided written notice is received by Contractor at least ten (10) days before the originally scheduled shipping date. Cancelled orders, rescheduled deliveries, or product configuration changes made by Purchaser less than ten (10) days before the original shipping date are subject to Contractor's acceptance and a charge of fifteen percent (15%) of the total invoice amount relating to the affected Product(s). Contractor reserves the right to reschedule delivery due to configuration changes made within ten (10) days of scheduled shipment. No cancellation shall be accepted by Contractor where products are purchased with implementation services, including but not limited to design, customization, or installation services, except as may be set forth in the agreement or Statement of Work under which the services are to be rendered. Notwithstanding anything to the contrary, if Contractor is delayed in shipping the product for thirty (30) days or more from the original shipping date, the Customer may cancel the order without charge.

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

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

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

20. PARTICIPANTS WSCA-NASPO is the cooperative purchasing arm of the National Association of State Procurement Officials. It is a cooperative group contracting consortium for state government

departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.,) for all 50 states, the District of Columbia and the organized US territories. Obligations under this Master Agreement are limited to those Participating States who have signed a Participating Addendum where contemplated by the solicitation. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the solicitation, the resulting award(s) will be permissive. Purchaser under a *Participating Addendum* shall have no liability to Contractor beyond funds that are appropriated and made available to the Purchaser by the applicable legislative body. If sufficient funds are not appropriated by legislative action to a Purchaser as to any future period, Purchaser may terminate its Order(s) prospectively as to such future performance impacted by and to the extent of non-appropriation, or otherwise work with Contractor to arrive at a mutually acceptable resolution of the situation. Purchaser shall notify Contractor in writing of such non-appropriation within thirty (30) calendar days of final legislative action.

21. ENTITY PARTICIPATION Use of specific WSCA-NASPO cooperative Master Agreements by state agencies, political subdivisions and other entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

22. PAYMENT

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

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

23. PUBLIC INFORMATION This Master Agreement and all related documents are subject to disclosure pursuant to the Participating Entity's public information laws.

24. RECORDS ADMINISTRATION AND AUDIT The contractor will maintain, or require the maintenance of all records necessary to properly account for the payments made to the contractor for costs authorized by this Master Agreement. These records will be retained by the contractor for at least four years after the Master Agreement terminates, or until all audits initiated within the four years have been completed, whichever is later. The contractor agrees to allow WSCA-NASPO, State and Federal auditors, and state agency staff access to all the records of this Master Agreement and any order placed under this Master Agreement, for audit and inspection, and monitoring of services. 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.

25. REPORTS and ADMINISTRATIVE FEES The contractor shall submit quarterly reports to the WSCA-NASPO Contract Administrator showing the quantities and dollar volume of purchases by each participating entity.

The contractor must pay a WSCA-NASPO administrative fee of one quarter of one percent (.25%) in accordance with the terms and conditions of the Master Agreement. The WSCA-NASPO administrative fee shall be submitted quarterly and is based on sales of products and services. The WSCA-NASPO administration fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

Additionally, some States may require that an additional fee be paid directly to the State on purchases made by procuring entities within that State. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated in a Participating Addendum that is made a part of the Master Agreement. The contractor may adjust the Master Agreement pricing accordingly for purchases made by procuring agencies within the jurisdiction of the State. All such agreements may not affect the WSCA-NASPO administrative fee or the prices paid by the procuring agencies outside the jurisdiction of the State requesting the additional fee.

26. STANDARD OF PERFORMANCE AND ACCEPTANCE Purchaser has thirty (30) days after Product delivery to inspect the Product for external damage and for any concealed damage ("Acceptance Period"). If external or concealed damage is revealed during the Acceptance Period, then Purchaser shall notify Contractor. At Contractor's option, Contractor shall 1) repair such damage, 2) ship a replacement, or 3) refund the purchase price (upon return of the Product). After such Acceptance Period the Products shall be deemed accepted.

27. Section Intentionally Left Blank.

28. TITLE OF PRODUCT Title and risk of loss shall pass to Purchaser upon delivery. Any transfers of Embedded Software shall be per Contractor's then-current Transfer and Re-Licensing Policy.

29. WAIVER OF BREACH Failure of Lead State or Participating Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State or Participating Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or breach of any terms or requirements shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement or Participating Addendum.

30. WARRANTY

All products are sold with Contractor's standard limited warranty listed below:

30.1 Hardware. Contractor warrants that from the date of shipment by Contractor to Customer, and continuing for a period of the longer of (a) ninety (90) days or (b) the period set forth in the Warranty Card accompanying the product, the Hardware will be free from defects in material and workmanship, under normal use. This limited warranty extends only to the original user of the product. Customer's sole and exclusive remedy and the entire liability of Contractor and its suppliers under this limited warranty will be, at Contractor's or its service center's option, shipment of a replacement within the period and according to the replacement process described in the Warranty Card, or a refund of the purchase price, if the Hardware is returned to the party supplying it to Customer, if different than Contractor, freight and insurance prepaid. Contractor replacement parts, used in Hardware repair, may be new or equivalent to

new. Contractor's obligations hereunder are conditioned upon the return of affected products, in accordance with Contractor's then-current Return Material Authorization (RMA) procedures.

30.2 Software. Contractor warrants that from the date of delivery by Contractor to Customer (but in case of resale by a Contractor reseller, commencing not more than ninety (90) days after original shipment by Contractor), and continuing for a period of the longer of (a) ninety (90) days or (b) the period set forth in the Warranty Card accompanying the product (if any): (a) the media on which the Software is furnished will be free of defects in materials and workmanship, under normal use; and (b) the Software substantially conforms to its published specifications. The date of shipment of a product by Contractor is set forth on the packaging material in which the product is shipped. Except for the foregoing, the Software is provided AS IS. This limited warranty extends only to the Customer who is the original licensee. Customer's sole and exclusive remedy and the entire liability of Contractor and its suppliers under this limited warranty will be, at Contractor or its service center's option, repair, replacement, or refund of the Software if reported (or, upon request, returned) to the party supplying the Software to Customer, if different than Contractor. In no event does Contractor warrant that the Software is error free or that Customer will be able to operate the Software without problems or interruptions. In addition, due to the continual development of new techniques for intruding upon and attacking networks, Contractor does not warrant that the Software or any equipment, system, or network on which the Software is used will be free of vulnerability to intrusion or attack.

30.3 Restrictions. This warranty does not apply if the product (a) has been altered, except by Contractor, (b) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Contractor, (c) has been subjected to abnormal physical or electrical stress, misuse, negligence, or accident; or (d) is sold or, in the case of Software, licensed, for beta, evaluation, testing, or demonstration purposes for which Contractor does not receive a payment of purchase price or license fee.

30.4 DISCLAIMER OF WARRANTY. EXCEPT AS SPECIFIED IN THIS WARRANTY, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, SATISFACTORY QUALITY, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE WARRANTY PERIOD. This disclaimer shall apply even if the above-stated warranty fails of its essential purpose.

The above warranty does not apply to any beta software, any software made available for testing or demonstration purposes, any temporary software modules or any software for which Contractor does not receive a license fee. All such software is provided AS IS without any warranty whatsoever.

31. **ASSIGNMENT OF ANTITRUST RIGHTS** Contractor irrevocably assigns to a Participating Entity any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

Contractor shall require any subcontractors hired to perform any of Contractor's obligations, under this Master Agreement or Participating Addendum, to irrevocably assign to a Participating Entity, as third party beneficiary, any right, title or interest that has accrued or which may accrue in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the subcontractor for the purpose of carrying out the subcontractor's obligations to

the Contractor in pursuance of this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

32. **WSCA-NASPO eMARKET CENTER** Awarded responders are required to participate in the WSCA-NASPO eMarket Center and, working through WSCA-NASPO's contractor (SciQuest), connect with the eMarket Center. The ideal situation would be to use either a hosted (by SciQuest) or Punchout Level 2 catalog configurations, but actual requirements will be determined by the Lead State Contract Administrator, WSCA-NASPO, WSCA-NASPO's contractor (SciQuest) and the awarded contractor, after award. Participation does not require an awarded responder to have any special level of technology or technological understanding.

Definitions

Contractor - means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

Lead State - means the State conducting this cooperative solicitation and centrally administering any resulting Master Agreement with the permission of the Signatory States.

Master Agreement – means the underlying agreement executed by and between the Lead State, as WSCA-NASPO contract administrator, acting on behalf of WSCA-NASPO, and the Contractor, as now or hereafter amended.

Order - means any purchase order, sales order, or other document used by a Participating Entity to order the Products.

Participating Addendum - means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements ,e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

Participating Entity - means a state, or other legal entity, properly authorized by a state to enter into the Master Agreement or Participating Addendum or who is authorized to order under the Master Agreement or Participating Addendum.

Product - Any equipment, software (including embedded software), documentation, or deliverable supplied or created by the Contractor pursuant to this Master Agreement.

WSCA-NASPO -is a cooperative group contracting consortium for state procurement officials, representing departments, institutions, agencies, and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) for all states and the District of Columbia. WSCA-NASPO is a cooperative purchasing arm of the National Association of State Procurement Officials (NASPO).

Additional Definitions and Alternative Terms

Customer - see "Purchaser" or "Participating Entity."

Documentation – means user manuals, training materials, product descriptions and specifications, technical manuals, license agreements, supporting materials, and other information relating to Products or Advanced Services offered by Contractor, whether distributed in print, electronic, CD-ROM, or video format.

Effective Date – means June 1, 2014.

Fulfillment Partner (also referred to as "Reseller" or "Authorized Reseller") - means a third-party contractor qualified and authorized by Contractor, and approved by the Participating State under a Participating Addendum, who may, to the extent authorized by Contractor, fulfill any of the requirements of this Master Agreement including but not limited to providing Products and Services under this Master Agreement and billing Purchasers directly for such Products and Services. Contractor may, upon written

notice to the Participating State, add or delete authorized Fulfillment Partners as necessary at any time during the contract term. Fulfillment Partner has no authority to amend this Master Agreement or to bind Contractor to any additional terms and conditions.

Participating State – see "Participating Entity."

Purchaser - (also referred to as "Customer") means: (a) the Lead State, (b) any office, department, commission, council, board, committee, institution, legislative body, agency, public authority, public benefit corporation, other government corporation, or public educational institution of a Participating State or a Local Public Body within such Participating State, provided that such entity is authorized, under applicable laws, rules and/or regulations of the Participating State, (i) to purchase Product(s) and Services pursuant to this Master Agreement solely by execution of the applicable Participating Addendum, and (ii) to legally bind such body to the terms of such agreement solely by the issuance of a Purchase Order, Order, or Order Document in accordance with and pursuant to this Master Agreement, and (iii) has been authorized by the WSCA Contract Manager and Contractor to participate under this Master Agreement.

Purchase Order – see "Order."

Services - "Services" means those services within the scope of this Master Agreement, to include the attached Master Services Agreement, and listed on Contractor's then-current Global Price List, including consulting, training, installation and maintenance services, and/or other services related to the products being acquired and further described at cisco.com and which are subject to the terms of service set forth in the SOW Terms and Conditions.

(Revised March 2013)

Exhibit 1 — Additional Vendor Terms and Conditions

End User License Agreement (EULA)

Cisco Systems, Inc. or its affiliate licensing the software ("Cisco") is willing to license this software to you only upon the condition that you purchased the software from an approved source and that you accept all of the terms contained in this end-user license agreement plus any additional limitations on the license set forth in a supplemental license agreement accompanying the product, available at the time of your order, or posted on the Cisco website at www.cisco.com/go/terms (collectively, the "agreement"). To the extent of any conflict between the terms of this end-user license agreement and any supplemental license agreement, the supplemental license agreement shall apply. By downloading, installing, or using the software, you are representing that you purchased the software from an approved source and binding yourself to the agreement. If you do not agree to all of the terms of the agreement, then Cisco is unwilling to license the software to you and (a) you may not download, install, or use the software, and (b) you may return the software (including any unopened cd package and any written materials) for a full refund, or (c), if the software and written materials are supplied as part of another product, you may return the entire product for a full refund. Your right to return and refund expires 30 days after purchase from an approved source, and applies only if you are the original and registered end user purchaser. For the purposes of this end-user license agreement, an "approved source" means (a) Cisco; or (b) a distributor or systems integrator authorized by Cisco to distribute/sell Cisco equipment, software, and services within your territory to end users; or (c) a reseller authorized by any such distributor or systems integrator in accordance with the terms of the distributor's agreement with Cisco to distribute/sell the Cisco equipment software and services within your territory to end users.

Please note that the remaining license terms are addressed in the WSCA – NASPO Master Agreement Terms and Conditions.

Exhibit 2 — Additional Vendor Terms and Conditions

Master Services Agreement

This Master Services Agreement governs all Orders for Services placed under the WSCA NASPO Master Agreement Terms and Conditions ("WSCA Master Agreement").

This Agreement is entered into between Cisco Systems, Inc. ("Cisco"), a California corporation having its principal place of business at 170 West Tasman Drive, San Jose, California, 95134 and the WSCA-NASPO Cooperative Purchasing Organization LLC ("WSCA"), on behalf of their Public Sector Customers formed under the laws of United States ("Customer") having its principal place of business at State of Utah, Division of Purchasing and General Services, State Office Building, Capitol Hill, Room 3150, Salt Lake City, UT 84114-1061, United States, and is entered into as June 1, 2014.

This Master Services Agreement consists of (i) the Master Services Agreement Terms and Conditions (including the Exhibits), (ii) incorporated Sections from the WSCA NASPO Terms and Conditions and (iii) the Services Descriptions of the Services at cisco.com that the WSCA Customer may elect to purchase, which are incorporated in this Agreement by this reference.

Master Services Agreement - Terms and Conditions

1. **Definitions** are those set out in the Exhibit A, Glossary of Terms at the end of the Agreement.
2. **Scope**. This Agreement describes the terms and conditions for Purchases by Customer of Services,. Customer will be entitled to receive Services for which (i) the applicable Services fees have been paid, (ii) a valid Software license has been granted, and (iii) Customer provides information requested by Cisco such as valid serial numbers, site location, contract number, and Product type.
3. **Orders.** Terms of this Section are covered in the WSCA NASPO Terms and Conditions.
4. **Pricing.** For Direct Purchases, and subsequent Equipment List renewals, prices for Services shall be (a) those specified in Cisco's then-current Price List less any applicable contract discount in effect under the WSCA Master Agreement at the time of acceptance of the Purchase Order by Cisco, or (b) those set forth in a written price quotation submitted by Cisco or its Fulfilment Partner, if at or below the stated contract discount. All stated prices are exclusive of taxes, fees, and duties or other amounts in accordance with the WSCA Master Agreement. Any taxes related to Services purchased pursuant to this Agreement shall be paid by Customer or Customer shall present an exemption certificate acceptable to the taxing authorities. Applicable taxes shall be billed as a separate item on the invoice, to the extent possible. In the event that Customer is unable to provide valid and applicable serial number(s) for Product and Cisco agrees to provide Services, then Service fees payable by Customer shall be at Cisco's then-current time and materials or non-contract service rates.

   Subject to the price discount floor established by Cisco under the WSCA Master Agreement, for Indirect Purchases, Fulfillment Partners are free to determine their resale prices unilaterally. Customer understands that no employee or representative of Cisco or anyone else has any authority to determine such resale prices, or to limit the Fulfillment Partners' pricing discretion with respect to Services.
5. **Payment.** Terms of this Section are covered in the WSCA NASPO Terms and Conditions.
6. **Invoicing.** Fees for Services, other than those for which a SOW is required, shall be invoiced in advance of delivery of Services. The timing of invoices for Services provided pursuant to a SOW shall be set forth in the respective SOW.
7. **Term and Termination.**

(a) The term of any service order shall commence on the Effective Date of the Order and shall continue for a period of one (1) year, or such other multi-year period as set forth in the purchase order or SOW. Such term will be renewed automatically for successive one (1) year terms unless either party notifies the other of its intent to terminate at least sixty (60) days prior to the expiration of the then current term.

(b) The term of an Equipment List shall commence on the date set forth on such.

(c) Equipment List, which may be up to sixty (60) days following the date of Purchase Order acceptance by Cisco. The term of an Equipment List shall be for a period of one (1) year and shall be renewed automatically for successive one (1) year terms, unless either party notifies the other of its intent to terminate at least sixty (60) days prior to the expiration of the then current one (1) year term.

(d) The term of each SOW shall be stated in the SOW.

This Master Service Agreement may be terminated in accordance on the same terms as set forth in the WSCA Master Agreement. Any Equipment List or SOW may be terminated immediately by either party upon written notice.

If Services fees are not paid when due and payment has not been received within thirty (30) days after notice from Cisco of such past due payment, Cisco may withhold the provision of Services until all amounts past due are paid in full, and/or terminate immediately this Agreement, any Equipment List, and SOW.

(e) Cisco reserves the right to make changes to the scope and content of the Services or part thereof, including terminating the availability of a given Service, at any time upon ninety (90) days' prior notice. Such changes will become effective upon renewal of the affected Equipment Lists and SOWs. If Customer does not agree to a change of scope or content, Customer may terminate any affected Equipment List or SOW by notifying Cisco at least sixty (60) days prior to the expiration of the then current one (1) year term of the Equipment List or SOW. In such case, Cisco shall continue to provide Services until the next expiration date of the affected Equipment List or SOW.

(f) Each Equipment List and SOW hereunder shall terminate immediately upon termination of the Agreement.

(g) Upon termination of the Agreement, any Equipment List, or SOWs, Customer shall pay Cisco for all work performed under the affected Equipment Lists or SOWs up to the effective date of termination at the agreed-upon prices, fees, and expense reimbursement rates.

(h) Firm orders for services under this Master Services Agreement placed and accepted prior to expiration of the contract term, (even if involving a multi-year commitment) remain valid in accordance with the contract terms which shall remain binding as to such prior orders only for the term stated therein, and shall not otherwise constitute an extension of the Master Services Agreement.

Additional terms governing Term and Termination are covered in the WSCA NASPO Terms and Conditions.

8. **Confidentiality.** Terms of this Section are covered in the WSCA NASPO Terms and Conditions.

9. **Warranty.** All services provided hereunder shall be performed in a workmanlike manner in accordance with industry standards expected of a company providing professional services in the networking industry. Except as specified in this section, Cisco hereby disclaims and customer waives all representations, conditions, and warranties (whether express, implied, or statutory), including without limitation, any warranty or condition (a) of merchantability, fitness for a particular purpose, non-infringement, title, satisfactory quality, accuracy, (b) arising from any course of dealing, course of performance, or usage in the industry. To the extent an implied warranty cannot be disclaimed, such warranty is limited in duration to the applicable express warranty period. Customer's sole and

days for international mail); or (d) one (1) day after deposit with a commercial express courier specifying next day delivery (or two (2) days for international courier packages specifying 2-day delivery), with written verification of receipt. All communications will be sent to the addresses set forth on the cover sheet of this Agreement or such other address as may be designated by a party by giving written notice to the other party pursuant to this paragraph. Notwithstanding the above, notices regarding general changes in pricing, policies, or programs may also be by posting on Cisco.com or by email or fax.

20. **Entire Agreement.** This Master Services Agreement, in addition to the general provisions of the WSCA Master Agreement pertinent to Services, is the complete agreement between the parties concerning the subject matter of this Agreement and replaces any prior oral or written communications between the parties, except as agreed between the parties. There are no conditions, understandings, agreements, representations, or warranties expressed or implied, that are not specified herein. This Agreement may only be modified by a written document executed by the parties hereto.

21. **No Waiver.** The waiver by either party of any right provided under this Agreement shall not constitute a subsequent or continuing waiver of such right or of any other right under this Agreement.

22. **Severability.** In the event that one or more terms of this Agreement becomes or is declared to be illegal or otherwise unenforceable by any court of competent jurisdiction, each such term shall be null and void and shall be deemed deleted from this Agreement. All remaining terms of this Agreement shall remain in full force and effect. Notwithstanding the foregoing, if this paragraph is invoked and, as a result, the value of this Agreement is materially impaired for either party, as determined by such party in its sole discretion, then the affected party may terminate this Agreement by written notice with immediate effect to the other.

23. **Attorneys' Fees.** In any suit or proceeding relating to this Agreement, the prevailing party will have the right to recover from the other its costs and reasonable fees and expenses of attorneys, accountants, incurred in connection with the suit or proceeding, including costs, fees, and expenses upon appeal, separately from and in addition to any other amount included in such judgment. This provision is intended to be severable from the other provisions of this Agreement, and shall survive expiration or termination and shall not be merged into any such judgment unless the judgment expressly precludes survivability.

24. **No Agency.** This Agreement does not create any agency, partnership, joint venture, or franchise relationship. No employee of either party shall be or become, or shall be deemed to be or become, an employee of the other party by virtue of the existence or implementation of this Agreement. Each party hereto is an independent contractor. Neither party shall assume or create any obligation of any nature whatsoever on behalf of the other party or bind the other party in any respect whatsoever.

25. **Counterparts.** This Agreement may be executed in two counterparts, each of which shall be deemed an original and together which shall constitute one and the same instrument. A validly executed counterpart that is delivered by one party to the other via electronic transmission (a "Counterpart Image") shall be valid and binding to the same extent as one delivered physically, provided that the valid signature is clearly visible in the Counterpart Image. In the event that a party delivers a Counterpart Image in place of an originally-executed counterpart, such party shall retain the originally-executed counterpart in its files for at least the duration of the Term hereof.

26. **Headings.** Headings of sections have been added solely for convenience of reference and shall not be deemed part of this Agreement.

27. **Survival.** Sections 5 (Payment), 7 (Term and Termination), 8 (Confidentiality), 9 (Warranty), 10 (Limitation of Liability and Consequential Damages Waiver), 11 (License), 12 (Ownership), 13 (Force Majeure), 14 (Applicable Law and Jurisdiction), 15 (Export Control), Section 18 (Inventory Review), 19 (Notices), 20 (Entire Agreement), 21 (No Waiver), 22 (Severability), 23 (Attorneys' Fees), 24 (No Agency), 27 (Survival), and the Glossary of Terms shall survive the termination or expiration of this Agreement.

Exhibit A
Glossary of Terms

In addition to the Definitions set forth in the WSCA Master Agreement, the following definitions shall apply to this Services Agreement:

Additional Services means installation of new Hardware, system additions, Hardware upgrades, dispatch of a field engineer, or non-mandatory engineering changes otherwise within the scope of the WSCA Master Agreement.

Advance Replacement means shipment of replacement Field-Replaceable Unit (FRU) before receiving failed or defective FRU.

Advanced Services means the proactive Services within the scope of the WSCA Master Agreement, and as set forth in the AS Service Description(s) found at http://www.cisco.com/go/servicedescriptions throughout the term of the agreement and/or SOW(s) selected by the Customer. Advanced Services does not include Cisco's core maintenance services, such as SMARTnet or Software Application Services, nor does it apply to the purchase, support, or maintenance of any Products.

Advanced Services Engineer means the Cisco engineer appointed to be the main point of contact for a Customer purchasing Advanced Services.

Application Software means non-resident or standalone Software Products listed on the Price List and within the scope of the WSCA Master Agreement, that include but are not limited to Cisco Systems® Network management Software, security Software, IP telephony Software, Internet appliance Software, Cisco® Intelligent Contact Management Software, IP Contact Center Software, and Cisco Customer Interaction Suite Software.

Business Days means the generally accepted days of operation per week within the relevant region where the Services shall be performed, excluding local holidays as observed by Cisco.

Cisco.com (http://www.cisco.com) is the Cisco website for its suite of online services and information.

Confidential Information means proprietary and confidential information received by Cisco or Customer in connection with the Agreement and their relationship. Such Confidential Information may include, but is not limited to, trade secrets, know how, inventions, techniques, processes, programs, schematics, Software source documents, data, Customer lists, financial information, and sales and marketing plans or information which the receiving party knows or has reason to know is confidential, proprietary, or trade secret information of the disclosing party, as well as, in the case of Cisco, any information posted on Cisco.com.

Customer as defined in the WSCA Master Agreement means the entity purchasing Services for its own internal use either directly or through a Fulfilment Partner.

Data Collection Tools means Hardware or Software tools that support Cisco's ability to provide troubleshooting on critical cases, data analysis, and report-generation capabilities.

Depot Time or Local Time means Central European Time for Services provided in Europe-Middle-East and Africa, Australia's Eastern Standard Time for Services provided in Australia, Japan's Standard Time for Services provided in Japan, and Pacific Standard Time for Services provided in all other locations.

Deliverable means, with respect to each SOW, the items specified as deliverables in the SOW.

Device Type means a Cisco supported Hardware Product (for example, Cisco Catalyst® 6509 Switch, GSR 12000, and Cisco 7200 Series Router).

Direct Purchases means purchases of Services by Customer directly from Cisco.

Documentation is user manuals, training materials, Product descriptions and specifications, technical manuals, license agreements, supporting materials, and other information relating to Products or Services offered by Cisco, whether distributed in print, electronic, CD-ROM, or video format.

Equipment List means the list of Hardware and/or Software for which Cisco provides services.

Event means notification by Customer of its performance of a planned Network Hardware, Software, or configuration change.

Feature Set Upgrade means a separately licensed and priced Software release that contains an enhanced configuration or feature set.

Field-Replaceable Unit (FRU) means any component or subassembly of an item or unit of Hardware that reasonably can be replaced at Customer's location. FRUs also may be subject to size and weight limitations.

Four-hour Response means:

(i) For Advance Replacement Service, the four-hour time period commences upon the Cisco problem diagnosis and determination that a FRU is required and ends when the FRU is delivered onsite.

(ii) For onsite service, the four-hour time period commences upon the Cisco problem diagnosis and determination that remedial onsite service is required and ends when Cisco personnel arrive onsite.

Fulfilment Partner means a system integrator, distributor or reseller authorized by Cisco to sell Services under the WSCA Master Agreement in a Participating State.

Hardware means tangible Cisco equipment, devices, or components made available to Customers.

Indirect Purchases means purchases of Services by Customer through a Fulfilment Partner.

Intellectual Property means any and all tangible and intangible: (i) rights associated with works of authorship throughout the world, including but not limited to copyrights, neighboring rights, moral rights, and mask works, and all derivative works thereof, (ii) trademark and trade name rights and similar rights, (iii) trade secret rights, (iv) patents, designs, algorithms, and other industrial property rights, (v) all other intellectual and industrial property rights (of every kind and nature throughout the world and however designated) whether arising by operation of law, contract, license, or otherwise, and (vi) all registrations, initial applications, renewals, extensions, continuations, divisions, or reissues thereof now or hereafter in force (including any rights in any of the foregoing).

Level 1 means support that is defined as having the necessary technical staff (Cisco or Cisco-authorized Reseller) with appropriate skill, perform installations, Remedial Hardware Maintenance, and basic Hardware and Software configuration on Cisco Products.

Level 2 means support that is defined as having the necessary technical staff with the appropriate skills to perform isolation, replication, and diagnosis of Internet-based problems on Cisco Product(s). Customer shall not report Software bugs to Cisco prior to attempting to identify the source of such bugs and testing in Customer's Network where appropriate. If the Customer cannot duplicate the bug in Customer's Network, Customer and Cisco shall cooperate in attempting to replicate and resolve related Software bugs in either Customer's or Cisco's test facility as mutually agreed. In all cases Customer will address Software bugs on a best effort basis to replicate same in Customer's Network and document activity to Cisco before seeking further resolution with Cisco's participation.

Local Time means local time on Business Days.

Maintenance Release means an incremental Software release that provides maintenance fixes and may provide additional Software functions. Cisco designates Maintenance Releases as a change in the digits to the right of the tenths digit or of the hundredths digit of the Software version number [x.x.(x) or x.x.x.(x)].

Major Release means a release of Software that provides additional software functions. Cisco designates Major Releases as a change in the ones digit of the Software version number [(x).x.x].

Minor Release means an incremental release of Software that provides maintenance fixes and additional Software functions. Cisco designates Minor releases as a change in the tenths digit of the Software version number [x.(x).x].

Network means a set of interconnected and interworking Cisco supported Hardware and Software that is implemented, operated, and supported by Customer from a single Network Operations Center (NOC).

Network Infrastructure means your core transport and aggregation Network technology (for example, metro optical, ATM/Frame Relay, IP core, and Cisco security devices including, but not limited to, Firewall, IDS, and VPN3000).

Network Infrastructure Size means the total value of Products in Customer's Network based on the global list price of the Products that Customer has purchased.

Participating State means a member of WSCA authorized under state law to participate under this Agreement who subsequently executes a Participating Addendum, or any other state or Local Public Body authorized by the WSCA Contract Manager and Cisco to be a party to the resulting Agreement who subsequently executes a Participating Addendum.

Price List means the price list for services applicable in the country where the Services are ordered or delivered.

Product means both Cisco Hardware and/or Software which are generally available.

Purchase Order or P.O. means a written or electronic order from Customer to Cisco for the Services to be provided by Cisco under this Agreement.

Remedial Hardware Maintenance means diagnosis and onsite replacement of Hardware components with FRUs.

RMA means Return Material Authorization.

Services means one or more of the services options selected by the Customer in its Purchase Order and described at: http://www.cisco.com/go/servicedescriptions.

Services Descriptions mean the detailed descriptions of the Services purchased by Customer which are incorporated in the MSA by reference.

Software means the software programs licensed to Customer by Cisco along with copies, Updates, or Upgrades to those software programs.

Standard Business Hours means (i) 8:00 AM to 5:00 PM, Depot time, on Business Days for replacement of failed Products and (ii) 8:00 AM to 5:00 PM, Local Time at location of the respective Cisco TAC, on Business Days for case handling of TAC calls.

Statement of Work (SOW) means the documents agreed upon by the parties that define Services and deliverables to be provided.

TAC means the Cisco Technical Assistance Center.

Technical Support Services means Services that provide both essential proactive and reactive operation and maintenance support Services identified as Technical Support Services at http://www.cisco.com/go/servicedescriptions.

Technology Application means specific technologies including, but not limited to, content networking, broadband, and IP telephony that do not operate at the Network Infrastructure level.

Third Party Products means third party Hardware and/or software, and all upgrades thereto, that are designated by Cisco as required for:

(i) The operation of Application Software in conformance with Cisco applicable Application Software Documentation.

(ii) Cisco support of the Application Software.

Transactional Advanced Services means the project related or consultancy Services sold under a Statement of Work.

Two-hour Response means:

(i) For Advance Replacement, the two-hour time period commencing with Cisco's problem diagnosis and determination that a FRU is required and ending when the FRU is delivered onsite.

(ii) For onsite service, the two-hour time period commencing with our problem diagnosis and determination that remedial onsite service is required and ending when Cisco personnel arrive onsite.

Update means Cisco Software Maintenance Releases, Minor Releases, and Major Releases containing the same configuration or feature set as originally acquired, unless the Customer has upgraded the applicable Hardware or Software to a configuration or feature set other than what was originally acquired, and the applicable license fee for that upgrade has been paid. Updates do not include Feature Set Upgrades.

WSCA shall mean the WSCA NASPO Contracting Alliance (WSCA). WSCA is a cooperative group contracting consortium for state government departments, institutions, agencies, and political subdivisions (i.e., colleges, school districts, counties, cities, etc.). Rights and obligations under this contract are limited to those Participating States who execute a Participating Addendum with Cisco.

"WSCA Contract Manager" or "Contract Manager" shall mean the individual state member designated as the contract manager by WSCA, currently the State of Utah, as responsible for the legal maintenance and administration of the WSCA Master Agreement, notices, reports, and any other pertinent documentation or information.

"WSCA Master Agreement" (also referred to as "Agreement" or "Contract") shall mean the underlying purchasing agreement executed by and between WSCA-NASPO Cooperative Purchasing Organization LLC ("State"), and Cisco, as now or hereafter amended.

ATTACHMENT B – Scope of Work

The following categories are authorized under this contract:

5.2.1 DATA CENTER APPLICATION SERVICES — Application networking solutions and technologies that enable the successful and secure delivery of applications within data centers to local, remote, and branch-office users using technology to accelerate, secure, and increase availability of both application traffic and computing resources.

5.2.1.1 Virtualized Load Balancers — Virtual devices that act like a reverse proxy to distribute network and/or application traffic across multiple servers to improve the concurrent user capacity and overall reliability of applications. Capabilities should include:

SSL (Secure Sockets Layer) Off-loading

Caching capabilities

Layer 4 Load Balancing

Layer 7 Load Balancing

Detailed Reporting

Supports multiple load balancers in the same system for multiple groups

Supports TLS1.2

5.2.1.2 WAN Optimization — An appliance utilizing a collection of techniques for increasing data-transfer efficiencies across wide-area networks (WAN). Capabilities should include:

CIFS (Common Internet File System) acceleration

Data Compression

SSL encryption/decryption for acceleration (Optional)

Layer 4-7 visibility

Application Specific optimization

5.2.2 NETWORKING SOFTWARE — Software that runs on a server and enables the server to manage data, users, groups, security, applications, and other networking functions. The network operating system is designed to allow shared file and printer access among multiple computers in a network, typically a local area network (LAN), a private network or to other networks. Networking software capabilities should include:

Restartable Process

High availability options

Targeted operating systems, i.e. DC, campus, core, wan, etc.

Operating System Efficiencies

5.2.2.1 Network Management and Automation — Software products and solutions for data center automation, cloud computing, and IT systems management.

5.2.2.2 Data Center Management and Automation — Software products and solutions that capture and automate manual tasks across servers, network, applications, and virtualized infrastructure.

5.2.2.3 Cloud Portal and Automation — Software products and solutions for cloud management with policy-based controls for provisioning virtual and physical resources.

5.2.2.4 **Branch Office Management and Automation** — Software products and solutions for management of branch offices. Capabilities include remote troubleshooting, device management, WAN performance monitoring.

5.2.3 NETWORK OPTIMIZATION AND ACCELERATION — Devices and tools for increasing data-transfer efficiencies across wide-area networks.

5.2.3.1 **Dynamic Load Balancing** — An appliance that performs a series of checks and calculations to determine which server can best service each client request in order to select the server that can successfully fulfill the client request and do so in the shortest amount of time without overloading either the server or the server farm as a whole.

5.2.3.2 **WAN Acceleration** — Appliance that optimizes bandwidth to improve the end user's experience on a wide area network (WAN). Capabilities should include:

CIFS acceleration

Data Compression

SSL encryption/decryption for acceleration (Optional)

Layer 4-7 visibility

Application Specific optimization

5.2.3.3 **High Availability and Redundancy** — Limits any disruption to network uptime should an appliance face unforeseen performance issues. Transparently redistributes workloads to surviving cluster appliances without impacting communication throughout the cluster.

5.2.4 OPTICAL NETWORKING — High capacity networks based on optical technology and components that provide routing, grooming, and restoration at the wavelength level as well as wavelength based services.

5.2.4.1 **Core DWDM (Dense Wavelength Division Multiplexing) Switches** — Switches used in systems designed for long haul and ultra long-haul optical networking applications.

5.2.4.2 **Edge Optical Switches** — Provide entry points into the enterprise or service provider core networks.

5.2.4.3 **Optical Network Management** — Provides capabilities to manage the optical network and allows operators to execute end-to-end circuit creation.

5.2.4.4 **IP over DWDM (IPoDWDM)** — A device utilized to integrate IP Routers and Switches in the OTN (Optical Transport Network).

5.2.5 ROUTERS — A device that forwards data packets along networks. A router is connected to at least two networks, commonly two LANs or WANs or a LAN and its ISP's network. Routers are located at gateways, the places where two or more networks connect, and are the critical device that keeps data flowing between networks and keep the networks connected to the Internet.

5.2.5.1 **Branch Routers** — A multiservice router typically used in branch offices or locations with limited numbers of users and supports flexible configurations/feature. For example: security, VoIP, wan acceleration, etc.

5.2.5.2 **Network Edge Routers** — A specialized router residing at the edge or boundary of a network. This router ensures the connectivity of its network with external networks, a wide area network or the Internet. An edge router uses an External Border Gateway Protocol, which is used extensively over the Internet to provide connectivity with remote networks.

5.2.5.3 **Core Routers** - High performance, high speed, low latency routers that enable Enterprises to deliver a suite of data, voice, and video services to enable next-generation applications such as IPTV and Video on Demand (VoD), and Software as a Service (SaaS).

5.2.5.4 **Service Aggregation Routers** — Provides multiservice adaptation, aggregation and routing for Ethernet and IP/MPLS networks to enable service providers and enterprise edge networks simultaneously host resource-intensive integrated data, voice and video business and consumer services.

5.2.5.5 **Carrier Ethernet Routers** — High performance routers that enable service providers to deliver a suite of data, voice, and video services to enable next-generation applications such as IPTV, Video on Demand (VoD), and Software as a Service (SaaS).

5.2.6 SECURITY

5.2.6.1 **Data Center and Virtualization Security Products and Appliances** — Products designed to protect high-value data and data center resources with threat defense and policy control.

5.2.6.2 **Intrusion Detection/Protection and Firewall Appliances** — Provide comprehensive inline network firewall security from worms, Trojans, spyware, key loggers, and other malware. This includes Next-Generation Firewalls (NGFW), which offer a wire-speed integrated network platform that performs deep inspection of traffic and blocking of attacks. Intrusion Detection/Protection and Firewall Appliances should provide:

- Non-disruptive in-line bump-in-the-wire configuration
- Standard first-generation firewall capabilities, e.g., network-address translation (NAT), stateful protocol inspection (SPI) and virtual private networking (VPN), etc.
- Application awareness, full stack visibility and granular control
- Capability to incorporate information from outside the firewall, e.g., directory-based policy, blacklists, white lists, etc.
- Upgrade path to include future information feeds and security threats
- SSL decryption to enable identifying undesirable encrypted applications (Optional)

5.2.6.3 **Logging Appliances and Analysis Tools** — Solutions utilized to collect, classify, analyze, and securely store log messages.

5.2.6.4 **Secure Edge and Branch Integrated Security Products** — Network security, VPN, and intrusion prevention for branches and the network edge. Products typically consist of appliances or routers.

5.2.6.5 **Secure Mobility Products** — Delivers secure, scalable access to corporate applications across multiple mobile devices.

5.2.6.6 **Encryption Appliances** — A network security device that applies crypto services at the network transfer layer - above the data link level, but below the application level.

5.2.6.7 **On-premise and Cloud-based services for Web and/or Email Security** — Solutions that provide threat protection, data loss prevention, message level encryption, acceptable use and application control capabilities to secure web and email communications.

5.2.6.8 **Secure Access** — Products that provide secure access to the network for any device, including personally owned mobile devices (laptops, tablets, and smart phones). Capabilities should include:

- Management visibility for device access

Self-service on-boarding

Centralized policy enforcement

Differentiated access and services

Device Management

5.2.7 STORAGE NETWORKING — High-speed network of shared storage devices connecting different types of storage devices with data servers.

5.2.7.1 Director Class SAN (Storage Area Network) Switches and Modules — A scalable, high-performance, and protocol-independent designed primarily to fulfill the role of core switch in a core-edge Fibre Channel (FC), FCOE or similar SAN topology. A Fibre Channel director is, by current convention, a switch with at least 128 ports. It does not differ from a switch in core FC protocol functionality. Fibre Channel directors provide the most reliable, scalable, high-performance foundation for private cloud storage and highly virtualized environments.

5.2.7.2 Fabric and Blade Server Switches — A Fibre Channel switch is a network switch compatible with the Fibre Channel (FC) protocol. It allows the creation of a Fibre Channel fabric, which is currently the core component of most SANs. The fabric is a network of Fibre Channel devices, which allows many-to-many communication, device name lookup, security, and redundancy. FC switches implement zoning; a mechanism that disables unwanted traffic between certain fabric nodes.

5.2.7.3 Enterprise and Data Center SAN and VSAN (Virtual Storage Area Network) Management — Management tools to provisions, monitors, troubleshoot, and administers SANs and VSANs.

5.2.7.4 SAN Optimization — Tools to help optimize and secure SAN performance (ie. Encryption of data-at-rest, data migration, capacity optimization, data reduction, etc.

5.2.8 SWITCHES — Layer 2/3 devices that are used to connect segments of a LAN (local area network) or multiple LANs and to filter and forward packets among them.

5.2.8.1 Campus LAN – Access Switches — Provides initial connectivity for devices to the network and controls user and workgroup access to internetwork resources. The following are some of the features a campus LAN access switch should support:

Security

i. SSHv2 (Secure Shell Version 2)

ii. 802.1X (Port Based Network Access Control)

iii. Port Security

iv. DHCP (Dynamic Host Configuration Protocol) Snooping

VLANs

Fast Ethernet/Gigabit Ethernet

PoE (Power over Ethernet)

link aggregation

10 Gb support

Port mirroring

Span Taps

Support of IPv6 and IPv4

Standards-based rapid spanning tree

Netflow Support (Optional).

5.2.8.2 **Campus LAN – Core Switches** — Campus core switches are generally used for the campus backbone and are responsible for transporting large amounts of traffic both reliably and quickly. Core switches should provide:

High bandwidth

Low latency

Hot swappable power supplies and fans

- Security
  - SSHv2
  - MacSec encryption
  - Role-Based Access Control Lists (ACL)

Support of IPv6 and IPv4

1/10/40/100 Gbps support

IGP (Interior Gateway Protocol) routing

EGP (Exterior Gateway Protocol) routing

VPLS (Virtual Private LAN Service) Support

VRRP (Virtual Router Redundancy Protocol) Support

Netflow Support.

5.2.8.3 **Campus Distribution Switches** — Collect the data from all the access layer switches and forward it to the core layer switches. Traffic that is generated at Layer 2 on a switched network needs to be managed, or segmented into Virtual Local Area Networks (VLANs), Distribution layer switches provides the Inter-VLAN routing functions so that one VLAN can communicate with another on the network. Distribution layer switches provides advanced security policies that can be applied to network traffic using Access Control Lists (ACLs).

High bandwidth

Low latency

Hot swappable power supplies and fans

Security (SSHv2 and/or 802.1X)

Support of IPv6 and IPv4

Jumbo Frames Support

Dynamic Trunking Protocol (DTP)

Per-VLAN Rapid Spanning Tree (PVRST+)

Switch-port auto recovery

NetFlow Support or equivalent

5.2.8.4 **Data Center Switches** — Data center switches, or Layer 2/3 switches, switch all packets in the data center by switching or routing good ones to their final destinations, and discard unwanted traffic using Access Control Lists (ACLs), all at Gigabit and 10 Gigabit speeds. High availability and modularity differentiates a typical Layer 2/3 switch from a data center switch. Capabilities should include:

High bandwidth

Low latency

Hot swappable power supplies and fans

Ultra-low latency through wire-speed ports with nanosecond port-to-port latency and hardware-based Inter-Switch Link (ISL) trunking

Load Balancing across Trunk group able to use packet based load balancing scheme

Bridging of Fibre Channel SANs and Ethernet fabrics

Jumbo Frame Support

Plug and Play Fabric formation that allows a new switch that joins the fabric to automatically become a member

Ability to remotely disable and enable individual ports

Support NetFlow or equivalent

5.2.8.5 **Software Defined Networks (SDN) - Virtualized Switches and Routers** — Technology utilized to support software manipulation of hardware for specific use cases.

5.2.8.6 **Software Defined Networks (SDN)** — Controllers - is an application in software-defined networking (SDN) that manages flow control to enable intelligent networking. SDN controllers are based on protocols, such as OpenFlow, that allow servers to tell switches where to send packets. The SDN controller lies between network devices at one end and applications at the other end. Any communications between applications and devices have to go through the controller. The controller uses multiple routing protocols including OpenFlow to configure network devices and choose the optimal network path for application traffic.

5.2.8.7 **Carrier Aggregation Switches** — Carrier aggregation switches route traffic in addition to bridging (transmitted) Layer 2/Ethernet traffic. Carrier aggregation switches' major characteristics are:

Designed for Metro Ethernet networks

Designed for video and other high bandwidth applications

Supports a variety of interface types, especially those commonly used by Service Providers

Capabilities should include:

Redundant Processors

Redundant Power

IPv4 and IPv6 unicast and multicast

High bandwidth

Low latency

Hot swappable power supplies and fans

MPLS (Multiprotocol Label Switching)

BGP (Border Gateway Protocol)

Software router virtualization and/or multiple routing tables

Policy based routing

- Layer 2 functionality
  - Per VLAN Spanning Tree
  - Rapid Spanning Tree
  - VLAN IDs up to 4096
  - Layer 2 Class of Service (IEEE 802.1p)
  - Link Aggregation Control Protocol (LACP)

QinQ (IEEE 802.1ad)

5.2.8.8 **Carrier Ethernet Access Switches** — A carrier Ethernet access switch can connect directly to the customer or be utilized as a network interface on the service side to provide layer 2 services.

Hot-swappable and field-replaceable integrated power supply and fan tray

AC or DC power supply with DC input ranging from 18V to 32 VDC and 36V to 72 VDC

Ethernet and console port for manageability

SD flash card slot for additional external storage

Stratum 3 network clock

Line-rate performance with a minimum of 62-million packets per second (MPPS) forwarding rate

Support for dying gasp on loss of power

Support for a variety of small form factor pluggable transceiver (SFP and SFP+) with support for Device Object Model (DOM)

Timing services for a converged access network to support mobile solutions, including Radio Access Network (RAN) applications

Support for Synchronous Ethernet (SyncE) services

Supports Hierarchical Quality of Service (H-QoS) to provide granular traffic-shaping policies

Supports Resilient Ethernet Protocol REP/G.8032 for rapid layer-two convergence

5.2.9 WIRELESS — Provides connectivity to wireless devices within a limited geographic area. System capabilities should include:

Redundancy and automatic failover

IPv6 compatibility

NTP Support

5.2.9.1 **Access Points** — A wireless Access Point (AP) is a device that allows wireless devices to connect to a wired network using Wi-Fi, or related standards. Capabilities should include:

802.11a/b/g/n

802.11n

802.11ac

Capable of controller discovery method via DHCP (onsite controller or offsite through Cloud Architecture)

UL2043 plenum rated for safe mounting in a variety of indoor environments

Support AES-CCMP (128-bit)

Provides real-time wireless intrusion monitoring and detection

5.2.9.2 **Outdoor Wireless Access Points** — Outdoor APs are rugged, with a metal cover and a DIN rail or other type of mount. During operations they can tolerate a wide temperature range, high humidity and exposure to water, dust, and oil. Capabilities should include:

Flexible Deployment Options

Provides real-time wireless intrusion monitoring and detection

Capable of controller discovery method via DHCP (onsite controller or offsite through Cloud Architecture)

5.2.9.3 **Wireless LAN Controllers** — An onsite or offsite solution utilized to manage light-weight access points in large quantities by the network administrator or network operations center. The WLAN controller automatically handles the configuration of wireless access-points. Capabilities should include:

- Ability to monitor and mitigate RF interference/self-heal
- Support seamless roaming from AP to AP without requiring re-authentication
- Support configurable access control lists to filter traffic and denying wireless peer to peer traffic
- System encrypts all management layer traffic and passes it through a secure tunnel
- Policy management of users and devices provides ability to de-authorize or deny devices without denying the credentials of the user, nor disrupting other AP traffic
- Support configurable access control lists to filter traffic and denying wireless peer to peer traffic

5.2.9.4 **Wireless LAN Network Services and Management** — Enables network administrators to quickly plan, configure and deploy a wireless network, as well as provide additional WLAN services. Some examples include wireless security, asset tracking, and location services. Capabilities should include:

- Provide for redundancy and automatic fallover
- Historical trend and real time performance reporting is supported
- Management access to wireless network components is secured
- SNMPv3 enabled
- RFC 1213 compliant
- Automatically discover wireless network components
- Capability to alert for outages and utilization threshold exceptions
- Capability to support Apple's Bonjour Protocol / mDNS
- QoS / Application identification capability

5.2.9.5 **Cloud-based services for Access Points** — Cloud-based management of campus-wide WiFi deployments and distributed multi-site networks. Capabilities include:

- Zero-touch access point provisioning
- Network-wide visibility and control
- RF optimization,
- Firmware updates

5.2.9.6 **Bring Your Own Device (BYOD)** — Mobile Data Management (MDM) technology utilized to allow employees to bring personally owned mobile devices (laptops, tablets, and smart phones) to their workplace, and use those devices to access privileged government information and applications in a secure manner. Capabilities should include:

- Ability to apply corporate policy to new devices accessing the network resources, whether wired or wireless
- Provide user and devices authentication to the network
- Provide secure remote access capability
- Support 802.1x
- Network optimization for performance, scalability, and user experience

5.3.0 UNIFIED COMMUNICATIONS (UC) — A set of products that provides a consistent unified user interface and user experience across multiple devices and media types. Unified Communications that is able to provide services such as session management, voice, video, messaging, mobility, and web conferencing. It can provide the foundation for advanced unified communications capabilities of IM and presence-based services and extends telephony features and capabilities to packet telephony network devices such as IP phones, media processing devices, Voice over IP (VoIP) gateways, and multimedia applications. Additional services, such as unified messaging, multimedia conferencing, collaborative contact centers, and interactive multimedia response systems, are made possible through open telephony APIs. General UC solution capabilities should include:

High Availability for Call Processing

Hardware Platform High Availability

Network Connectivity High Availability

Call Processing Redundancy

5.3.0.1 **IP Telephony** — Solutions utilized to provide the delivery of the telephony application (for example, call setup and teardown, and telephony features) over IP, instead of using circuit-switched or other modalities. Capabilities should include:

Support for analog, digital, and IP endpoints

Centralized Management

Provide basic hunt group and call queuing capabilities

Flexibility to configure queue depth and hold time, play unique announcements and Music on Hold (MoH), log in and log out users from a queue and basic queue statistics (from the phone

E911 Support

5.3.0.2 **Instant messaging/ Presence** — Solutions that allow communication over the Internet that offers quick transmission of text-based messages from sender to receiver. In push mode between two or more people using personal computers or other devices, along with shared clients, instant messaging basically offers real-time direct written language-based online chat. Instant messaging may also provide video calling, file sharing, PC-to-PC voice calling and PC-to-regular-phone calling.

5.3.0.3 **Unified messaging** — Integration of different electronic messaging and communications media (e-mail, SMS, Fax, voicemail, video messaging, etc.) technologies into a single interface, accessible from a variety of different devices.

Ability to access and manage voice messages in a variety of ways, using email inbox, Web browser, desktop client, VoIP phone, or mobile phone

Visual Voicemail Support (Optional)

5.3.0.4 **Contact Center** — A computer-based system that provides call and contact routing for high-volume telephony transactions, with specialist answering "agent" stations and a sophisticated real-time contact management system. The definition includes all contact center systems that provide inbound contact handling capabilities and automatic contact distribution, combined with a high degree of sophistication in terms of dynamic contact traffic management.

5.3.0.5 **Communications End Points and Applications**

Attendant Consoles

IP Phones

5.3.0.6 **UC Network Management** — Provides end-to-end service management for Unified Communications. Capabilities include testing, performance monitoring, configuration management, and business intelligence reporting.

5.3.0.7 **Collaboration** — Voice, video, and web conferencing; messaging; mobile applications; and enterprise social software.

5.3.0.8 **Collaborative Video** — A set of immersive video technologies that enable people to feel or appear as if they were present in a location that they are not physically in. Immersive video consists of a multiple codec video system, where each meeting attendee uses an immersive video room to "dial in" and can see/talk to every other member on a screen (or screens) as if they were in the same room and provides call control that enables intelligent video bandwidth management.

5.3.0.8.1 **Content Delivery Systems (CDS)** — A large distributed system of servers deployed in multiple data centers connected by the Internet. The purpose of the content delivery system is to serve content to end-users with high availability and high performance. CDSs serve content over the Internet, including web objects (text, graphics, URLs, and scripts), downloadable objects (media files, software, documents), applications (e-commerce, portals), live streaming media, on-demand streaming media, and social networks.

5.3.0.8.2 **Physical Security** — Technology utilized to restricting physical access by unauthorized people to controlled facilities. Technologies include:

a. Access control systems

b. Detection/Identification systems, such as surveillance systems, closed circuit television cameras, or IP camera networks and the associated monitoring systems.

c. Response systems such as alert systems, desktop monitoring systems, radios, mobile phones, IP phones, and digital signage

d. Building and energy controls

5.3.1 **SERVICES** — For each Category above (5.21-5.30), the following services should be available for procurement as well at the time of product purchase or anytime afterwards.

5.3.1.1 **Maintenance Services** — Capability to provide technical support, flexible hardware coverage, and smart, proactive device diagnostics for hardware.

5.3.1.2 **Professional Services**

Deployment Services

Survey/ Design Services — Includes, but not limited to, discovery, design, architecture review/validation, and readiness assessment.

Implementation Services — Includes, but not limited to, basic installation and configuration or end-to-end integration and deployment.

Optimization — Includes, but not limited to, assessing operational environment readiness, identify ways to increase efficiencies throughout the network, and optimize Customer's infrastructure, applications and service management.

Remote Management Services — Includes, but not limited to, continuous monitoring, incident management, problem management, change management, and utilization and performance reporting that may be on a subscription basis.

Consulting/Advisory Services — Includes, but not limited to, assessing the availability, reliability, security and performance of Customer's existing solutions.

Data Communications Architectural Design Services — Developing architectural strategies and roadmaps for transforming Customer's existing network architecture and operations management.

Statement of Work (SOW) Services — Customer-specific tasks to be accomplished and/or services to be delivered based on Customer's business and technical requirements.

5.3.1.3 **Partner Services** — Provided by Contractor's Authorized Partners/Resellers.

Subject to Contractor's approval and the certifications held by its Partners/Resellers, many Partners/Resellers can also offer and provide some or all of the Services as listed above at competitive pricing, along with local presence and support. As the prime, Contractor is still ultimately responsible for the performance of its Partners/ Resellers. Customers can have the option to purchase the Services to be directly delivered by Contractor (OEM) or its certified Partners/Resellers.

5.3.1.4 **Training** — Learning offerings for IT professionals on networking technologies, including but not limited to designing, implementing, operating, configuring, and troubleshooting network systems pertaining to items provided under the master agreement.

STATE OF UTAH CONTRACT NUMBER – AR233

Attachment C – Pricing
Solicitation Number JP14001
WSCA-NASPO Data Communications RFP

Vendor Name: Cisco Systems, Inc.

RFP Product Categories:	Minimum Discount Percentage:
5.2.1 DATA CENTER APPLICATION SERVICES	Discount % __35.00____
5.2.2 NETWORKING SOFTWARE	Discount % ___35.00___
5.2.3 NETWORK OPTIMIZATION AND ACCELERATION	Discount % __35.00____
5.2.4 OPTICAL NETWORKING	Discount % __35.00____
5.2.5 ROUTERS	Discount % __35.00____
5.2.6 SECURITY	Discount % __35.00____
5.2.7 STORAGE NETWORKING	Discount % __35.00____
5.2.8 SWITCHES	Discount % __35.00____
5.2.9 WIRELESS	Discount % __35.00____
5.3.0 UNIFIED COMMUNICATIONS (UC)	Discount % __35.00____

WARRANTY: See Section 30 of the WSCA-NASPO/Cisco Master Agreement.

CAPITAL LEASE FINANCING: Allowed under and subject to Section 22 of the WSCA-NASPO Master Agreement.

5.3.1 SERVICES

For RFP evaluation purposes, vendors must provide not to exceed post sale on site service and consulting rates that are fully loaded (inclusive of travel, lodging, and meals) for each service category below. Remote access rates for non-warranty and consultation services must be expressed as a separate net hourly labor rate.

Definition of Onsite: Customer premise.

Definition of Remote: Vendor premise.

Maintenance Services

Onsite Hourly Rate $ **NTE 600.00**

Remote Hourly Rate $ **NTE 525.00**

Professional Services - Deployment Services

Onsite Hourly Rate $ **NTE 743.17**

Remote Hourly Rate $ **NTE 661.17**

Consulting/Advisory Services

Onsite Hourly Rate $ **NTE 743.17**

Remote Hourly Rate $ **NTE 661.17**

Architectural Design Services

Onsite Hourly Rate $ **NTE 743.17**

Remote Hourly Rate $ **NTE 661.17**

Statement of Work Services

Onsite Hourly Rate $ NTE 743.17

Remote Hourly Rate $ NTE 661.17

Partner Services

Onsite Hourly Rate $ NTE 600.00

Remote Hourly Rate $ NTE 525.00

Training Deployment Services

Onsite Hourly Rate $ NTE 600.00

Remote Hourly Rate $ NTE 525.00

In addition to the above, Cisco, through applicable Authorized Resellers, is pleased to offer hosted service offerings for certain technology categories listed above (at Cisco's discretion). These hosted offerings provide WSCA-NASPO customers with an alternative way to consume the technology to best meet their needs and provide flexible payment models. These models may be well suited for customers that have limited technical staff for technology deployment and ongoing administration.

The hosted service offerings are based on Cisco validated architectures and delivered through carefully vetted and approved Authorized Resellers. Due to the unique requirements of each customer, Cisco and the approved Authorized Resellers can work with the customer to understand their unique requirements and deploy hosted offerings to best meet their needs. Additional contractual terms and conditions specific to the hosted solutions may be required.

Current Cisco Systems, Inc. pricing sheets, approved by the State of Utah, can be found at the following web link:

VENDOR PRICING SHEETS CLICK HERE

IMPORTANT: The minimum discount percentage listed in this attachment is for general informational purposes only and may not apply to every line item authorized under this contract. For specific item pricing, please refer to the contact price list weblink provided in this document.

Vendors are required to post state specific pricing on their hosted website or through the WSCA-NASPO eMarket center as required by solicitation JP14001, in addition to the vendor pricing sheets approved and hosted by the State of Utah's master contract summary sheet. The State of Utah vendor pricing sheets will serve as the approved base price and do not include any applicable state specific administrative fees. State specific pricing, hosted on the vendor website or WSCA-NASPO eMarketcenter may reflect authorized state specific administrative fees. No other fees are authorized under this contract. Pricing audits may be conducted at any time by the State of Utah, WSCA-NASPO, or 3rd party audit provider to ensure accurate pricing.

Per Solicitation JP14001, the following pricing/product requirements and instructions apply:

1.11 Pricing Structure

Pricing Structure: Pricing for the State of Utah WSCA-NASPO Master Agreements shall be based on the Percent Discount off the current global MSRP Schedule applicable to United States customers.

1.12 Price Guarantee Period

Price Guarantee Period: The Data Communication Provider's Discount rate shall remain in effect for the term of the WSCA-NASPO Master Price Agreement.

1.13 Price Escalation

Equipment, Supplies and Services: Data Communications provider may update the pricing on their MSRP price list one time every year after the first year of the original contract term. The WSCA-NASPO Contract Administrator will review a documented request for a Price Schedule price list adjustment only after the Price Guarantee Period.

1.14 Price Reductions

In the event of a price decrease in any category of product at any time during the contract in a Provider's Price Schedule, including renewal options, the WSCA-NASPO Contract Administrator shall be notified immediately. All Price Schedule price reductions shall be effective upon the notification provided to the WSCA-NASPO Master Agreement Administrator.

1.15 Usage Reporting Requirement

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

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

1.20 WSCA Administrative Fee

The Contracted Supplier must pay a WSCA-NASPO administrative fee of one quarter of one percent (.25%) in accordance with the terms and conditions of the contract. The WSCA-NASPO administrative fee shall be submitted quarterly and is based on the actual sales of all products and services in conjunction with your quarterly reports. The WSCA-NASPO administrative fee must be included when determining the pricing offered. The WSCA-NASPO administrative fee is not negotiable and shall not be added as a separate line item on an invoice.

Additionally, some WSCA-NASPO participating entities may require that an administrative fee be paid directly to the WSCA-NASPO participating entity on purchases made by purchasing entities within that State. For all such requests, the fee percentage, payment method and payment schedule for the participating entity's administrative fee will be incorporated in the Participating Addendum. Data Communications Provider will be held harmless, and may adjust (increase) the WSCA-NASPO Master Agreement pricing by the fee percentage for that participating entity accordingly for purchases made by purchasing entities within the jurisdiction of the State. All such agreements may not affect the

WSCANASPO fee or the prices paid by the purchasing entities outside the jurisdiction of the participating entities requesting the additional fee. The WSCA-NASPO quarterly administrative fee will be submitted along with the quarterly usage reports as set forth below:

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

5.3.2 ADDING PRODUCTS

The ability to add new equipment and services is for the convenience and benefit of WSCA-NASPO, the Participating States, and all the Authorized Purchasers. The intent of this process is to promote "one-stop shopping" and convenience for the customers and equally important, to make the contract flexible in keeping up with rapid technological advances. The option to add new product or service categories and/items will expedite the delivery and implementation of new technology solutions for the benefit of the Authorized Purchasers.

After the contracts are awarded, additional IT product categories and/or items may be added per the request of the Contractor, a Participating State, an Authorized Purchaser or WSCA-NASPO. Additions may be ad hoc and temporary in nature or permanent. All additions to an awarded Contractor or Manufacturer's offerings must be products, services, software, or solutions that are commercially available at the time they are added to the contract award and fall within the original scope and intent of the RFP (i.e., converged technologies, value adds to manufacturer's solution offerings, etc.).

5.3.2.1 New Product from Contractors — If Contractor, a Participating State, an Authorized Purchaser or WSCA-NASPO itself requests to add new product categories permanently, then all awarded Contractors (Manufacturers) will be notified of the proposed change and will have the opportunity to work with WSCA to determine applicability, introduction, etc. Any new products or services must be reviewed and approved by the State of Utah WSCA-NASPO Contract Administrator.

5.3.2.2 Ad Hoc Product Additions — A request for an ad hoc, temporary addition of a product category/item must be submitted to WSCA-NASPO via the governmental entity's contracting/purchasing officer. Ad hoc, temporary requests will be handled on a case-by-case basis. The State of Utah WSCA-NASPO Contract Administrator must also be notified and will review and approve the addition before the purchase is finalized by the end user. The State of Utah WSCA-NASPO Contract Administrator has the final approval on any Ad Hoc product additions.

5.3.2.3 Pricelist Updates — As part of each Contractor's ongoing updates to its pricelists throughout the contract term, Contractor can add new SKUs to its awarded product categories that may have been developed in-house or obtained through mergers, acquisitions or joint ventures; provided, however, that such new SKUs fall within the Contractor's awarded product categories. Updated price lists will be reviewed and approved by the State of Utah WSCA-NASPO Contract Administrator before the revised price list is considered valid.