

AMENDMENT NUMBER 01
To
WSCA-NASPO PARTICIPATING ADDENDUM
For Data Communications Products and Services 14-19
Between
The State of Kentucky and Cisco Systems Inc.

THIS AMENDMENT NUMBER 01 is by and between the State of Kentucky ("Participating State") and Cisco Systems, Inc. ("Contractor").

WHEREAS, Contractor holds a WSCA Master Agreement for Data Communications Equipment and Associated OEM Maintenance & Training with the State of Utah, effective October 1, 2007 through May 31, 2014, and extended through August 31, 2014 ("07-14 WSCA Master Agreement"), and the Participating State and Contractor entered into a Participating Addendum thereunder, effective May 25, 2011 ("7-14 Participating Addendum");

WHEREAS, prior to the State of Utah's extension of the 7-14 WSCA Master Agreement, Participating State and Contractor executed a Participating Addendum under the WSCA-NASPO 14-19 Master Agreement, effective June 1, 2014 ("14-19 Participating Addendum");

WHEREAS, the Participating State and Contractor desire the 14-19 Participating Addendum to be effective after the end of the term of the 7-14 Participating Addendum; and,

WHEREAS, Contractor has not authorized any partners to begin sales activities under the 14-19 Participating Addendum.

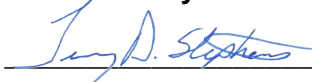
NOW, THEREFORE, it is agreed by the parties to amend the Participating Addendum as follows:

1. Amend the effective date in Section 9 to September 1, 2014, and
2. Insert at the end of Section 7: "The Participating State and Contractor agree that any transactions prior to September 1, 2014 that are identified as WSCA transactions per the requirements herein shall be deemed transactions under the Participating Addendum to the 07-14 WSCA Master Agreement."

All other provisions, terms and conditions of the Participating Addendum shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Addendum Number 01 as of the date of execution by both parties below.

State of Kentucky

By: 

Name: Terry D. Stephens

Title: Executive Director

Date: 7/7/2014

Cisco Systems, Inc.

By: 

Name: Juan Pablo Brockmann

Title: Director, Finance

Date: July 10, 2014

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

Commonwealth of Kentucky
(hereinafter "Participating State/Entity")

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1. Scope: Contractor and the Division of Purchasing and General Services, an agency of the Lead State have executed State Cooperative Contract, Contract Number AR233 for Data Communications Products and Services 14-19 ("WSCA-NASPO Master Price Agreement" or "Master Agreement"). The Master Agreement, as now or hereafter amended, is incorporated into this addendum ("Participating Addendum") as if set forth at length. This Participating Addendum covers the Data Communications Products and Services contracts led by the State of Utah for use by Non-Executive Branch state agencies and other Non-Executive Branch entities located in the **Commonwealth of Kentucky** authorized by that state's statutes. 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:

The Commonwealth of Kentucky will add the full scope of services provided in this agreement with the following scope changes:

Local public agencies of the Commonwealth as defined in KRS 45A.345(11) shall be eligible to participate. Executive Branch Agencies of the Commonwealth of Kentucky shall not participate without express written approval from the Commonwealth of Kentucky, Finance and Administration Cabinet, Office of Procurement Services.

Each using agency must establish its own separate contract or agreement with the Contractor for products and services.

3. Participating State Modifications or Additions to Master Agreement: All modifications or additions shall be in accordance with the using agency's procurement policies and procedures.

4. Lease Agreements: **This PA allows for leasing per the agreement terms and conditions included in the Master Agreement. Any restrictions or requirements for the use of the lease agreement shall be negotiated with each using agency.**

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

Contractor

Name	Gigi Feril
Address	170 West Tasman Drive San Jose, CA 95134
Telephone	(408) 424-0712
Fax	(408) 608-1729
E-mail	aferil@cisco.com

Participating Entity

All programmatic communications with regard to day-to-day performance under the contract are to be made to the Agency technical contact(s) identified below:

Name	Steve Rucker
Address	Commonwealth Office of Technology
Telephone	502-564-1641
Fax	
E-mail	Steve.rucker@ky.gov

All communications of a contractual or legal nature are to be made to the Commonwealth Buyer.

Name	Stephanie R. Williams, CPPO, CPPB, MPA
Address	Finance and Administration Cabinet Office of Procurement Services 702 Capitol Avenue, Room 096 Frankfort, KY 40601
Telephone	502-564-8621
Fax	502-564-6013
E-mail	Stepanier.williams@ky.gov

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

6. Subcontractors: All Contractor’s Fulfillment Partners, as defined in the Master Agreement, authorized in the Commonwealth of Kentucky, 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.

At the sole discretion of Contractor, Contractor may add Fulfillment Partners at any time during the term of this Participating Addendum without the approval of the Commonwealth of Kentucky. Contractor may designate a minimum of two Fulfillment Partners and no set maximum number of Fulfillment Partners to provide sales and services support. Contractor, in its sole discretion, is not required to add, and may delete upon thirty (30) days written notice, any Fulfillment Partner who does not meet Contractor’s established qualifying criteria, or where the addition of the entity would violate any state or federal law or regulation.

7. Orders: Any Order placed by an using agency 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

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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 Fulfillment Partner.

The Master Agreement number and the State Contract Number (MA 758 1400000876) must appear on every Purchase Order placed under this Participating Addendum.

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

9. Term: This Participating Addendum is effective June 1, 2014 through May 31, 2019 per the Master Agreement.

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

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

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

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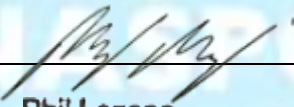
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executed by the parties hereto.

12. Governing Law: This Participating Addendum shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky and the using agency. Venue shall be the Commonwealth of Kentucky.

Commonwealth of Kentucky Laws, Policies and Procedures
<http://finance.ky.gov/services/eprocurement/Pages/LawsPrefRegsPolicies.aspx>

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: Terry D. Stephens	Name: Phil Lozano
Title: Executive Director	Title: Director, Finance
Date: 5/22/2014	Date: May 20, 2014

APPROVED BY LEGAL