

**DATA COMMUNICATIONS PRODUCTS
& SERVICES (2019-2026)**
Led by the State of Utah

**NASPO VALUEPOINT DATA COMMUNICATIONS PRODUCTS AND SERVICES MASTER
AGREEMENT #AR3227**
("NVP Master Agreement AR3227")

THIS PIGGYBACK AGREEMENT is made by and between South Florida Regional Transportation Authority ("Participating Entity"), a political subdivision of the State of Florida, 801 NW 33rd Street, Pompano Beach, FL 33064, and Cisco Systems, Inc. ("Contractor"), 170 West Tasman Drive, San Jose, California 95134.

WHEREAS, Participating Entity wishes to leverage and utilize the State of Florida's Alternative Contract Source Number #43220000-NASPO-19-ACS and the NVP Master Agreement AR3227 (collectively, the "Cooperative Contract") for the purposes of procuring Contractor's data communications and networking products and services that are available for purchase under the Cooperative Contract.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties agree as follows:

1. TERM.

The term of this Piggyback Agreement shall begin on the date of the last signature below and continue until the termination date of the NVP Master Agreement AR3227 or when this Piggyback Agreement is terminated in accordance with the NVP Master Agreement AR3227, whichever shall occur first.

2. CONTRACT PROVISIONS.

The parties hereto agree to be bound by all the terms and conditions of the Cooperative Contract, unless otherwise modified or specified herein.

3. SALES REPORTING NOT REQUIRED.

The parties hereto agree that Contractor shall not be required to provide any separate quarterly sales reports and administrative fees under this Piggyback Agreement.

4. NOTICES.

Notwithstanding anything contained in the Master Agreement to the contrary, all notices required or permitted under this Piggyback Agreement 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 3 of

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this Piggyback Agreement (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 Piggyback Agreement 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.

PARTICIPATING ENTITY:

Bryan Kohlberg, Chief Contracting Officer
Oscar Nelson, Procurement Purchasing Manager
South Florida Regional Transportation Authority
801 NW 33rd Street
Pompano Beach, FL 33064

CONTRACTOR:

Gigi Feril, Manager
USPS SLED Contracts Management Office
Cisco Systems, Inc.
170 West Tasman Drive
San Jose, California 95134



5. ENTIRE AGREEMENT.

This Piggyback Agreement and the Master Agreement (including all amendments and attachments thereto) constitute the entire agreement between the parties concerning the subject matter of this Piggyback Agreement 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 Piggyback Agreement may be modified only by a written document executed by the parties hereto.



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

Participating Entity: South Florida Regional Transportation Authority	Contractor: Cisco Systems, Inc.
Signature: 	Signature: 
Name: Bryan Kohlberg	Name: Jenn Pate
Title: Chief Contracting Officer	Title: Authorized Signatory
Date: 9/9/2021	Date: September 10, 2021

APPROVED BY LEGAL

Approved as to legal form and sufficiency by:

A handwritten signature in blue ink, reading "Noel Pfeffer", written over a horizontal line.

Noel Pfeffer, SFRTA Deputy General Counsel