

**Addendum #1 to Master Price Agreement**  
Between  
**CISCO Systems, Inc**  
And  
State of Utah, State Procurement Office  
Representing the Western States Contracting Alliance (WSCA)  
Lead State Contract #: AR233      Executed on: October 1, 2007  
Page 1 of 1

This Cisco Networking Communications & Maintenance Master Agreement ("Master Price Agreement") Addendum #1 governs CISCO Systems, Inc's (hereinafter "CONTRACTOR") use of the WSCA name and logo during the term of this Master Price Agreement and amendments to this Master Price Agreement. CONTRACTOR may use the name and logo only as set forth below. Any use not expressly permitted herein is prohibited, and such use constitutes a material breach of the Master Price Agreement with the Lead State and all Participating States.

1. CONTRACTOR may display the WSCA name and logo on the face of the Master Price Agreement, including all electronic and hard copy versions.
2. CONTRACTOR and its subcontractors, resellers, and agents may display the WSCA names and logos on a web site as a "click on" link to the Master Price Agreement and on the web site as required by CONTRACTOR pursuant to Attachment A, Section D(8) of the Master Price Agreement. No other use of the logos or names is permitted on any web site, except as permitted in this Addendum.
3. With, and only with, prior written approval of the Lead State Contract Administrator, CONTRACTOR may advertise the Master Price Agreement in publications and promotional materials aimed at state and local government entities eligible to use the Master Price Agreement. The sole focus and intent of such advertisements must be to increase participation in the Master Price Agreement. The WSCA names may be used and the logos displayed in the advertisement **ONLY** as it relates to the Master Price Agreement. The Lead State Contract Administrator's approval must encompass the content and appearance of the advertisement and the media in which the advertisement will appear.
4. CONTRACTOR may not make explicit or implicit representations concerning the opinion of WSCA, the Lead State, or any Participating State regarding CONTRACTOR or its products or services. This restriction includes general use of the WSCA names and logos **NOT** directly linked to or related to this Master Price Agreement.
5. CONTRACTOR shall follow the terms of this Addendum to its sub-contractors, resellers, and agents, and CONTRACTOR is responsible for any breach by these entities.
6. CONTRACTOR must cease all use of the WSCA names and logos within ten (10) business days if directed to do so in writing by the Lead State Contract Administrator, and CONTRACTOR must ensure that its sub-contractors, resellers, and agents cease all use within the said timeframe.
7. CONTRACTOR shall not make, or permit its subcontractors, resellers, or agents to make, any alterations to WSCA's names or logos (including characters, style and colors) and CONTRACTOR shall not use or permit the use of WSCA's names or logos in a manner or context that could adversely affect WSCA's integrity, goodwill, or reputation.
8. Upon termination or expiration of the Master Price Agreement, CONTRACTOR and its sub-contractors, re-sellers, and agents must cease all use of the WSCA names and logos; except that, CONTRACTOR may use the WSCA names for reference purposes in a description of its prior experience.

IN WITNESS WHEREOF, the parties have executed this Master Price Agreement Addendum #1 as of the date of last execution by the Parties below.

**Acknowledged:**

**CONTRACTOR:**

The Contractor certifies that the appropriate person(s) have executed this agreement on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

Signature Juan Pablo Brockmann  
Title Controller Finance  
Date Oct 15th 2011

**LEAD STATE:**

In accordance with state statutes or rules.

Signature [Signature]  
Title Contract Manager  
Date 10/28/11

**APPROVED BY LEGAL**