

**AMENDMENT No. 1 to
PRICE AGREEMENT # 4723**

I. This is Amendment No. 1 to Price Agreement# 4723 (as amended from time to time, the "Contract") dated June 20, 2014, between the State of Oregon, acting by and through its Department of Administrative Services, Procurement Services and Cisco Systems, Inc., hereafter called "Contractor". This Amendment is effective on the date it has been signed by every party and approved in accordance with applicable law.

The purpose of this Amendment is to correct errors in the Contract as follows, no other terms or conditions will be modified by this Amendment.

II. The Contract is hereby amended as follows:

- (a) Delete the below language in Participating Addendum, Attachment B, subsection 1.1, Mandatory Purchase Order Language; Participating Addendum, Attachment B, subsection 1.2, Mandatory ORCPP Language; and Exhibit B-1, Form Purchase Order, Special Terms and Conditions in its entirety (to correct the Oregon Price Agreement number):

"THIS PURCHASE IS PLACED AGAINST STATE OF UTAH MASTER AGREEMENT NO. AR233 AND STATE OF OREGON PRICE AGREEMENT #4715. THE TERMS AND CONDITIONS (T's & C's) CONTAINED IN THIS STATE OF OREGON PARTICIPATING ADDENDUM APPLY TO THIS PURCHASE AND SUPERCEDE ALL OTHER T's AND C's, EXPRESS OR IMPLIED."

and replace with the following:

"THIS PURCHASE IS PLACED AGAINST STATE OF UTAH MASTER AGREEMENT NO. AR233 AND STATE OF OREGON PRICE AGREEMENT #4723. THE TERMS AND CONDITIONS (T's & C's) CONTAINED IN THIS STATE OF OREGON PARTICIPATING ADDENDUM APPLY TO THIS PURCHASE AND SUPERCEDE ALL OTHER T's AND C's, EXPRESS OR IMPLIED."

- (b) In Participating Addendum, section 5, Primary Contacts, Participating State/Entity, replace " Kimberly.LEEKER@das.state.or.us"

with the new email address as follows:

Kimberly.Leecker@oregon.gov

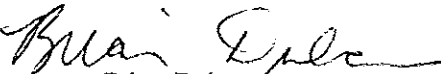
III. Except as expressly amended above, all other terms and conditions of the Contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of execution of the Contract.

Certifications: The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury: (a) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the

IRS has notified Contractor that Contractor is no longer subject to backup withholding; (b) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, Contractor is not in violation of any Oregon tax laws (including, without limitation, the following pursuant to OAR 150-305.385(6)-(B)): For purposes of this certification, "Oregon tax laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620; (c) Contractor is an independent contractor as defined in ORS 670.600; and (d) the supplied Contractor data is true and accurate.

The individual signing on behalf of the Agency hereby certifies and swears under penalty of perjury that s/he has the authority to execute this amendment on behalf of the Agency and to validly and legally bind the Agency to all the terms, performances and provisions herein.

CONTRACTOR: CISCO SYSTEMS, INC.:

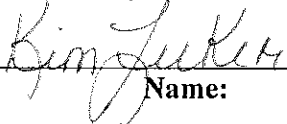
Approved By: 
Brian Dulac
Controller, Finance

August 14, 2014

Name: **APPROVED BY LEGAL** Title: Date

DEPARTMENT OF ADMINISTRATIVE SERVICES, PROCUREMENT SERVICES:

Approved By:

 SPA 8/18/2014
Name: Title: Date

OREGON DEPARTMENT OF JUSTICE:

Approved By: not required as per 137-045-0030