



Logo Use Agreement
Between

Cisco Systems, Inc.

And

NASPO Cooperative Purchasing Organization LLC,
doing business as NASPO ValuePoint

This Agreement between Cisco Systems, Inc. (hereinafter "CONTRACTOR") and the NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint (hereinafter "NASPO ValuePoint"), governs use of the NASPO ValuePoint name and logo during the term of any current Master Agreement and amendments to that Master Agreement. CONTRACTOR may use the name and logo only as set forth below. This agreement supersedes any previous permission regarding use of the names and associated logos of NASPO, Western States Contracting Alliance (WSCA), or WSCA-NASPO in conjunction with NASPO's cooperative purchasing program, and any use not expressly permitted herein is prohibited. Any use of the name and logo permitted under this agreement shall be consistent with NASPO ValuePoint Style Guide 2015 or any revised version of the Style Guide communicated in writing to CONTRACTOR (the "Style Guide").

1. CONTRACTOR may display the NASPO ValuePoint name and logo on the face of any Master Agreement consistent with the Style Guide, including all electronic and hard copy versions, during the term of any Master Agreement held by the CONTRACTOR.
2. CONTRACTOR and its subcontractors, resellers, and agents may display the NASPO ValuePoint name and logo consistent with the Style Guide on a web site as a "click on" link to the Master Agreement, during the term of any Master Agreement held by the CONTRACTOR. No other use of the logo or name is permitted on any web site, except as permitted in paragraphs 1 and 3.
3. With, and only with, prior written approval of the NASPO ValuePoint Cooperative Development Coordinator, working with the Lead State Contract Administrator, CONTRACTOR may advertise a Master Agreement in publications and promotional materials aimed at state, local government and other entities eligible to use the Master Agreement. The sole focus and intent of such advertisements must be to increase participation in the Master Agreement. The NASPO ValuePoint name may be used and the logos displayed in the advertisement ONLY as it relates to the Master Agreement. The NASPO ValuePoint approval extends to 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 NASPO, NASPO ValuePoint, the Lead State, or any Participating State regarding CONTRACTOR or its products or services. This restriction includes general use of the NASPO ValuePoint name and logo NOT directly linked to or related to the Master Agreement.
5. CONTRACTOR must ensure that its subcontractors, resellers, and agents adhere to the terms of this Agreement, and CONTRACTOR is responsible for any breach by these entities.
6. CONTRACTOR must immediately cease all use of the NASPO ValuePoint name and logo if directed to do so in writing by NASPO ValuePoint, and CONTRACTOR must ensure that its subcontractors, resellers, and agents immediately cease all use.
7. CONTRACTOR shall not make, or permit its subcontractors, resellers, or agents to make, any alterations to NASPO ValuePoint name or logo (including characters, style and colors) that is not permitted by the Style Guide, and CONTRACTOR shall not use or permit the use of NASPO ValuePoint's name or logo in a manner or context that could adversely affect NASPO ValuePoint's integrity, goodwill, or reputation.
8. Upon termination or expiration of any Master Agreement, CONTRACTOR and its subcontractors, resellers, and agents must cease all use of the NASPO ValuePoint name and logo in connection with that terminated or expired Master Agreement; except that, CONTRACTOR may use the NASPO ValuePoint name for reference purposes in a description of its prior experience.

CONTRACTOR: Cisco Systems, Inc.

NASPO ValuePoint:



Signature **Phil Lozano**



Signature

Title **Director, Finance**

Title **Coop Dev Coord**

Date **APR 09 2015**

Date **14 APRIL 15**