

**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

State of Wyoming

(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 state agencies and other entities located in the Participating State/Entity authorized by that state's statutes to utilize state/entity contracts with the prior approval of the state's chief procurement official. 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: Use of specific WSCA-NASPO cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state/entity contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

- Within the State of Wyoming, all state agencies, cities, counties, municipalities, special districts or precincts, public educational entities (i.e. K-12 and Higher Ed) or any other political subdivision, are eligible purchasers and authorized to purchase Contractor's products and services under the terms of this Participating Addendum.

3. Participating State Modifications or Additions to Master Agreement:

Changes as per attached Exhibit A

4. Lease Agreements: Not applicable. Leasing is not allowed under this Participating Addendum.

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

Contractor

Name	Angelene 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

Name	State of Wyoming
Address	700 West 21st Street Cheyenne, Wyoming 82002
Telephone	307-777-7253
Fax	307-777-5852
E-mail	Vacant; TBD

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 State of Wyoming, 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. .

Subject to approval of the Participating State/Entity, and at the sole discretion of Contractor, Contractor may add Fulfillment Partners at any time during the term of this Participating Addendum. 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.

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7. Orders: Any Order placed by a Participating Entity or Purchasing Entity 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 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 approved Fulfillment Partner to the Participating State/Entity.

The Master Agreement number and the State Contract Number 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: The term of this Participating Addendum shall begin on the later of June 1, 2014, or the date of last signature below. The term shall continue for a period ending on the Termination Date of the Master Agreement or when this Participating Addendum is terminated in accordance with the Master Agreement, whichever shall occur first.

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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 executed by the parties hereto.

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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: State of Wyoming <i>Angela Morson</i>	By: <i>Brian Fukuhara</i>
Name: <i>Angela Morson</i>	Name: <i>Brian Fukuhara</i>
Title: <i>Procurement Officer</i>	Title: <i>Vice President Finance</i>
Date: <i>8-28-14</i>	Date: <i>AUG 21 2014</i>

APPROVED BY LEGAL

A& I Director:	Attorney General's Office Approval as to form only with Exhibit A
By: <i>Duan Fausset</i>	By: <i>Kristin M. Nuss #112043</i>
Name: <i>DEAN FAUSSET</i>	Name: <i>Kristin M. Nuss</i>
Title: <i>A&I DIRECTOR</i>	Title: <i>Senior Assistant Attorney General</i>
Date: <i>8-28-14</i>	Date: <i>08-12-14</i>

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For questions on executing a participating addendum, please contact:

WSCA-NASPO

Cooperative Development Coordinator	Paul Stembler
Telephone	651 -206-3858
E-mail	l2stembler@wsca-nas12o.org

[Please email fully executed PDF copy of this document to P.H@wsca-naspo.org to support documentation of participation and posting in appropriate data bases]

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Exhibit A Wyoming

General Conditions

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This Exhibit A, Wyoming General Conditions supplements terms and conditions contained in the Master Agreement, and the Participating Addendum. In the event of any inconsistencies between the terms and conditions contained in the Master Agreement and this Exhibit A, the terms and conditions in this Exhibit A shall control and shall supersede and replace the terms contained in the Master Agreement.

The following provision, contained in WSCA-NASPO Master Agreement Terms and Conditions, is deleted: Section 23 Attorney's Fees, of Exhibit 2. The following provisions, contained in the WSCA-NASPO Master Agreement Terms and Conditions are retained and apply only to the extent allowed by State law: Section 11 Indemnification; Subsection 12.4 of Section 12 Indemnification –Intellectual Property. The following provision contained in WSCA-NASPO Master Agreement Terms and Conditions, is modified: Section 12 Indemnification –Intellectual Property is modified to add, "Except as prohibited by law," at the beginning of Section 12.1.2.

The following General Conditions are made part of the Agreement:

- A. **Applicable Law/Venue.** The construction, interpretation, and enforcement of this Participating Addendum shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Participating Addendum and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- B. **Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for continued performance of the Participating Addendum, this Participating Addendum may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds, which shall be no fewer than sixty (60) days. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit the Agency to terminate this Participating Addendum to acquire similar services from another party.
- C. **Compliance with Laws.** The Contractor and the State of Wyoming shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Participating Addendum.
- D. **Disputes/Remedies.** Notwithstanding any other provisions of the Participating Addendum, any dispute or claim arising out of or relating to the Participating Addendum may only be assigned to non-binding mediation or non-binding arbitration upon mutual agreement of the parties in accordance with the Wyoming Supreme Court's rules for alternative dispute resolution. The parties to the dispute shall bear their respective costs for the dispute resolution.

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- E. Entirety of Agreement.** State of Utah -State Cooperative Contract Number AR233 , consisting of two (2) pages; WSCA-NASPO Master Agreement Terms and Conditions, consisting of fifteen (15) pages, and its exhibits, attachments, addenda and amendments thereto Participating Addendum WSCA-NASPO Cooperative Purchasing Organization Data Communications Products and Services 14-19, together with this Exhibit A, Wyoming General Conditions, totaling nine (9) pages; represent the entire and integrated Participating Addendum between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.
- F.** Notwithstanding any language in Sections 11 and 12 of the WSCA NASPO Master, any claims are subject to the Wyoming Governmental Claims Act.
- G. Independent Contractor.** The Contractor shall function as an independent contractor for the purposes of this Participating Addendum and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Participating Addendum, the Contractor shall be free from control or direction over the details of the performance of services under this Participating Addendum. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Participating Addendum and, to the extent required by Wyoming law, shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Participating Addendum. Nothing in this Participating Addendum shall be interpreted as authorizing the Contractor or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on the behalf of the State of Wyoming or the Agency. The Contractor agrees that no health/hospitalization benefits, workers' compensation, unemployment insurance and/or similar benefits available to State of Wyoming employees will inure to the benefit of the Contractor or the Contractor's agents and/or employees as a result of this Participating Addendum.
- H. Prior Approval.** This Participating Addendum shall not be binding upon either party, no services shall be performed under the terms of this Participating Addendum, and the Wyoming State Auditor shall not draw warrants for payment on this Participating Addendum until this Participating Addendum has been reduced to writing, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9 -2 -1 0 16(b) (iv).
- I. Sovereign Immunity.** The State of Wyoming and Agency specifically retain all immunities and defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104 (a) and all other State of Wyoming laws.Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Participating Addendum shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity. Contractor and the State retain the right to enforce their rights under this Participating Addendum in accordance with Wyoming law.

- J. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Participating Addendum shall not be construed so as to create such status. The rights, duties, and obligations contained in this Participating Addendum shall operate only between the parties to this Participating Addendum and shall inure solely to the benefit of the parties to this Participating Addendum. The provisions of this Participating Addendum are intended only to assist the parties in determining and performing their obligations under this Participating Addendum.
- K. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Participating Addendum.
- L. Waiver.** The waiver of any breach of any term or condition in this Participating Addendum shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

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