

July 28, 2014

JENN PATE
CISCO SYSTEMS
3800 ZANKER ROAD
SAN JOSE, CA 95134

CERTIFIED MAIL 91 7199 9991 7031 6348 1593

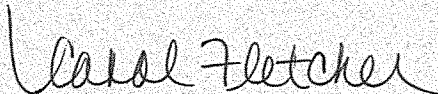
Re: **CONTRACT AWARD**
CBE 603338-14, DATA COMMUNICATIONS PRODUCTS AND
SERVICE (4660000836)

Dear Ms. Pate:

On July 28, 2014, the Las Vegas Metropolitan Police Department awarded the above-referenced contract to your company in the estimated annual amount of \$1,500,000, for the period from July 29, 2014 through May 31, 2019. Purchase orders for requirements will be issued as needed, on an annual basis.

Enclosed is an original fully executed copy of the Supplemental Terms for your records. Questions regarding this contract should be directed to Carol Fletcher, at (702) 828-2979.

Sincerely,



Carol Fletcher, CPPB, A.P.P.
Purchasing Analyst

cc: William Sagel, ITB
Jared Grant, ITB
Regina Heilman-Ryan, Purchasing & Contracts
Renee Cadaoas, ITB
Ryan Nelson, Mountain States Networking
A/P staff
File

SUPPLEMENTAL TERMS

TO THE

STATE OF NEVADA

PARTICIPATING ADDENDUM WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION

DATA COMMUNICATIONS PRODUCTS AND SERVICES 2014-2019

These Supplemental Terms (the "**Supplemental Terms**") to the PARTICIPATING ADDENDUM WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION DATA COMMUNICATIONS PRODUCTS AND SERVICES 2014-2019 (the "**Participating Addendum**"), between Cisco Systems, Inc. ("**Cisco**"), a California corporation having a place of business at 170 West Tasman Drive, San Jose, California, 95134, and LAS VEGAS METROPOLITAN POLICE DEPARTMENT ("**Customer**"), a public entity formed under the laws of Nevada having its principal place of business at 400 S. Martin L. King Boulevard, Las Vegas, Nevada, 89106, United States, is entered into as of the date of last signature written below (the "**Effective Date**").

Whereas, Cisco and the State of Nevada previously entered into the Participating Addendum with an Effective Date of June 1, 2014 and Customer is an Authorized Purchaser under the Participating Addendum. Cisco and Customer are now modifying the Participating Addendum solely for purposes of the Las Vegas Metropolitan Police Department in the manner stated herein.

The parties agree as follows:

1. The following shall be added as the last sentence of Section 11, Indemnification.

"Purchaser's obligations to indemnify any indemnified party under the Master Agreement shall only apply to the extent expressly granted in the law or by such implication as reasonably necessary to carry the express powers into effect".

2. "Limitation of Liability", at the end of Section 12, Indemnification – Intellectual Property, is deleted and replaced in its entirety with the following:

*"**Limitation of Liability.** EXCEPT FOR THOSE OBLIGATIONS FOR INTELLECTUAL PROPERTY INFRINGEMENT AND GENERAL INDEMNITY, NOTWITHSTANDING ANYTHING ELSE HEREIN, ALL LIABILITY OF CONTRACTOR AND ITS SUPPLIERS TO ANY PURCHASER FOR CLAIMS ARISING UNDER THIS AGREEMENT, THE APPLICABLE PARTICIPATING ADDENDUM, OR OTHERWISE SHALL BE LIMITED TO THE GREATER OF 1) THREE MILLION DOLLARS (\$3,000,000) OR 2) MONEY PAID TO CONTRACTOR FOR PRODUCTS OR FOR SERVICES WITH RESPECT TO SUCH PURCHASER DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT TO EXTENT PERMITTED BY APPLICABLE LAW."*

Any terms not defined in these Supplemental Terms shall have the meaning stated in the Participating Addendum. Except as modified by these Supplemental Terms, which are solely between Customer and Cisco, all terms and conditions of the Participating Addendum shall remain in full force and effect. In the event of a conflict between the terms and conditions of these Supplemental Terms and any terms and conditions of the Participating Addendum, as between Customer and Cisco, these Supplemental Terms will prevail with regard to the subject matter herein.

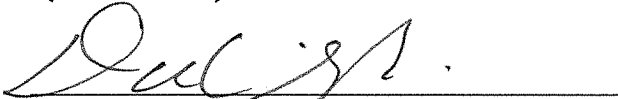
These Supplemental Terms and the Participating Addendum (which incorporates the WSCA-NASPO Master Agreement) are the complete agreement between the parties and supercede all prior oral

and written agreements, representations, warranties and commitments of the parties regarding subject matter herein.

The parties have caused these Supplemental Terms to be duly executed. Each party represents that its respective signatories whose signatures appear below have been and are on the date of signature duly authorized to execute these Supplemental Terms.

**LAS VEGAS METROPOLITAN POLICE
DEPARTMENT
("Customer")**

**CISCO SYSTEMS, INC.
("Cisco")**



Authorized Signature

Authorized Signature

DOUGLAS C. GILLESPIE

Phil Lozano

Print Name

Print Name
Director, Finance

Sheriff

Title

Title

07/28/14

JUL 07 2014


Month/Day/Year
Date

Month/Day/Year
Date

APPROVED AS TO FORM:

APPROVED BY LEGAL

STEVEN B. WOLFSON
District Attorney

By: 
ELIZABETH A. VIBERT
Deputy District Attorney