

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 CLARK COUNTY, NEVADA ("**Customer**"), a public entity formed under the laws of Nevada having its principal place of business at 500 South Grand Central Parkway, Las Vegas, Nevada, 89135, 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 Clark County, Nevada 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. The following "Limitation of Liability", at the end of Section 12, Indemnification – Intellectual Property, is deleted

~~"**Limitation of Liability.** Except for those obligations under Intellectual Property Infringement, General Indemnity, notwithstanding anything else herein, all liability of Contractor and its suppliers to any Participating Entity for claims arising under this Agreement, the applicable Participating Addendum, or otherwise shall be limited to Three Million Dollars (\$3,000,000). This limitation of liability is cumulative and not per incident."~~

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.

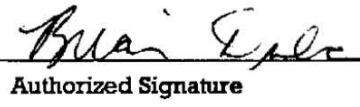
These Supplemental Terms and the Participating Addendum (which incorporates the WSCA-NASPO Master Agreement) are the complete agreement between the parties and supercede all prior oral and written agreements, representations, warranties and commitments of the parties regarding subject matter herein.

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.

CLARK COUNTY, NEVADA
("Customer")

CISCO SYSTEMS, INC.
("Cisco")


Authorized Signature


Authorized Signature

Yolanda T. King

Brian Dulac

Print Name

Print Name **Controller, Finance**

Chief Financial Officer

Title

Title

September 2, 2014

July 31, 2014

Month/Day/Year

Month/Day/Year


Date

Date

APPROVED BY LEGAL

APPROVED AS TO FORM:

STEVEN B. WOLFSON
District Attorney

By: 
ELIZABETH A. VIBERT
Deputy District Attorney