

Addendum to Master Agreement
Between
Cisco Systems Inc.
And
WSCA-NASPO Cooperative Purchasing Organization
In collaboration with the State of Utah
Lead State Contract #: AR233 Effective on: June 1, 2014

March 24, 2014

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This Master Agreement Addendum governs Cisco Systems, Inc's (hereinafter "CONTRACTOR") use of the WSCA-NASPO name and logo (defined and listed in Appendix 1, below) during the term of the referenced Master Agreement and amendments to that Master Agreement. CONTRACTOR may use the name and logo only as set forth below. Any use not expressly permitted herein is prohibited, and such use constitutes a material breach of the Master Agreement with the Lead State and all Participating States.

1. CONTRACTOR may display the WSCA-NASPO name and logo on the face of the Master Agreement, including all electronic and hard copy versions.
2. CONTRACTOR and its subcontractors, resellers, and agents may display the WSCA-NASPO name and logo on a web site as a "click on" link to the Master Agreement and on the website CONTRACTOR maintains as required by Section 4.3 of the original solicitation. 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 Cooperative Development Coordinator, working with the Lead State Contract Administrator, CONTRACTOR may advertise the Master Agreement in publications and promotional materials aimed at state, local government and other eligible 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 WSCA-NASPO name may be used and the logos displayed in the advertisement ONLY as it relates to the Master Agreement. The WSCA-NASPO Cooperative Development Coordinator's approval must encompass 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 WSCA-NASPO, the Lead State, or any Participating State regarding CONTRACTOR or its products or services. This restriction includes general use of the WSCA-NASPO name and logo NOT directly linked to or related to this Master Agreement.
5. CONTRACTOR will require that its sub-contractors, resellers, and agents adhere to the terms of this Addendum, and CONTRACTOR is responsible for any breach by these entities.
6. CONTRACTOR must immediately cease all use of the WSCA-NASPO name and logo within ten (10) business days if directed to do so in writing by the WSCA-NASPO Cooperative Development Coordinator, and CONTRACTOR will require that its sub-contractors, re-sellers, and agents immediately cease all use within the said timeframe.
7. CONTRACTOR shall not make, or permit its subcontractors, resellers, or agents to make, any alterations to WSCA-NASPO's name or logo (including characters, style and colors) and CONTRACTOR shall not use or permit the use of WSCA-NASPO's name or logo in a manner or context that could adversely affect WSCA-NASPO's integrity, goodwill, or reputation.
8. Upon termination or expiration of the Master Agreement, CONTRACTOR and its sub- contractors, re-sellers, and agents must cease all use of the WSCA-NASPO name and logo; except that, CONTRACTOR may use the WSCA-NASPO name for reference purposes in a description of its prior experience.

Acknowledged:

CONTRACTOR:

The Contractor certifies that the appropriate person(s) have executed this agreement on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

Signature

Brian Dulac

Controller, Finance

Title

March 24, 2014

Date

WSCA-NASPO:

Cooperative Development Coordinator for the WSCA-NASPO Cooperative Purchasing Organization.

Signature

[Signature]
Cooperative Development Coordinator

Title

Date

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APPROVED BY LEGAL

APPENDIX 1

The following names and logos are covered in this agreement:

WSCA-NAPSO Cooperative Purchasing Organization, WSCA-NASPO and/or WNCPO.

WSCA-NASPO's logo and any variations using WSCA-NASPO:



The name **NASPO** and/or the **National Association of State Procurement Officials** and the **NASPO** logo or variations thereof are the property of the National Association of State Procurement Officials **AND NOT** for use with cooperative contracts under the sponsorship of WSCA-NASPO.

The **Western States Contracting Alliance** ceased to exist as an agreement between certain state chief procurement officials, all members of NASPO, on December 31, 2012.

