

**DATA COMMUNICATIONS PRODUCTS
& SERVICES (2019-2026)**

Led by the State of Utah

Master Agreement #: AR3227

Participating Addendum #: 2020-DataComm-0001

Contractor: **CISCO SYSTEMS, INC.**

Participating Entity: **STATE OF ALASKA**

The following products or services are included in this contract portfolio:

- All bands awarded under the Master Agreement

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the Data Communications Products and Services led by the State of Utah for use by state agencies and other entities located in the Participating State authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher education, political subdivisions and other entities authorized to use statewide contracts in the State of Alaska. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

This Participating Addendum is hereby signed on behalf of the State of Alaska, for all state agencies and all political subdivisions. Entities entitled to make purchases under this Agreement include, but is not limited to, Executive Branch agencies, University of Alaska, cities, towns, boroughs, municipalities or any subdivisions of municipalities within the state.

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

Contractor

Name:	Gigi Feril
Address:	170 W. Tasman Dr. San Jose, CA 95134
Telephone:	(408) 424-0712
Fax:	(408) 608-1802
Email:	nvp-help@cisco.com



**DATA COMMUNICATIONS PRODUCTS
& SERVICES (2019-2026)**

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Participating Entity

Name:	Matthew L Pegues
Address:	State of Alaska Department of Administration Shared Services of Alaska PO Box 110210 Juneau, AK 99811-0210
Telephone:	907-465-5681
Email:	Matthew.pegues@alaska.gov

**4. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER
AGREEMENT**

These modifications or additions apply only to actions and relationships within the Participating Entity.

☐ No changes to the terms and conditions of the Master Agreement are required.

☒ The following changes are modifying or supplementing the Master Agreement terms and conditions.

Administrative Fee:

- I. Effective once signed by both parties, the Contractor shall submit a check, payable to the State of Alaska, remitted to the Department of Administration, Division of General Services for the calculated amount equal to **1.5%** of the net sales for the quarterly period.
- II. Contractor must include the PA Number on the check. Those checks submitted to the State without the PA Number will be returned to Contractor for additional identifying information.
- III. Administrative fee checks shall be submitted to:

ATTN: Statewide Contracting
State of Alaska
Department of Administration
Shared Services of Alaska
PO Box 110210
Juneau, AK 99811-0210
- IV. The administrative fee shall not be included as an adjustment to Contractor's Master Agreement pricing and shall not be invoiced or charged to the ordering

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agency.

- V. Payment of the administrative fee is due irrespective of payment status on any orders from a Purchasing Entity.
 - VI. Sales volume reports and Administrative fee checks will be due in accordance with the Master Agreement per Section 6.a and 7.a.
 - VII. Any quarter with zero sales must be reported as zero sales. This may be done electronically via email to the State of Alaska contact listed in this PA.
5. Lease Agreements and Alternative Financing Methods:
Entities entitled to purchase under this Participating Addendum that have authority to enter into lease agreements and alternative financing methods may do so to obtain Products and Services under the Master Agreement.
6. Subcontractors: All contractors, dealers, and resellers authorized in the State of Alaska, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to Purchasing Entities in the NASPO ValuePoint Master Agreement, e.g. for direct order taking, processing, fulfillment or provisioning. The contractor's 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 or maximum number of Fulfillment Partners to provide sales and services support. Contractor, in its sole discretion, is not required to add Fulfillment Partners. Notwithstanding the foregoing, Contractor may remove, at its sole discretion, upon ten (10) business days advance written notice, any Fulfillment Partner who does not meet Contractor's established qualifying criteria, or where the addition of the Fulfillment Partner would violate any state or federal law or regulation.

7. Orders: The Master Agreement number and the Participating Addendum Number must appear on every Purchase Order placed under this Participating Addendum

Purchasers may place orders directly only through Contractor's approved Fulfillment Partners or through Contractor (only on an as-needed basis) 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

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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.

Any order placed by a Participating Entity or Purchasing Entity for a product and/or service under 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. *For clarity, sales of Contractor's product or services by Contractor or an authorized reseller made under a separate contract, where the applicable quoting or ordering documents reference that separate contract, are not deemed to be sales under this Master Agreement.*

8. The term of this Participating Addendum shall begin on 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.
9. 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 3 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.
10. 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.

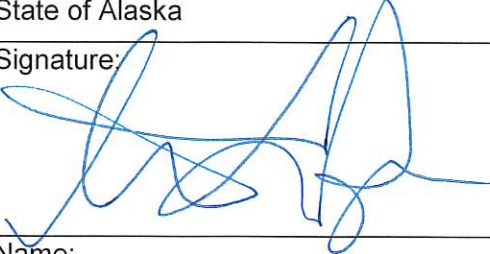
NASPO ValuePoint
PARTICIPATING ADDENDUM



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IN WITNESS, WHEREOF, the parties have executed this Addendum as of the last date of execution by both parties below.

Participating Entity: State of Alaska	Contractor: Cisco Systems, Inc.
Signature: 	Signature: 
Name: Matthew L Pegues	Name: Jenn Pate
Title: Contracting Officer	Title: Authorized Signatory
Date: 1/8/2020	Date: December 17, 2019

APPROVED BY LEGAL

