

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Data Communications Products & Services
Administered by the State of Utah (hereinafter "Lead State")

NASPO MASTER AGREEMENT
Master Agreement No: AR3227
Cisco Systems, Inc.
(hereinafter "Contractor")
And
Commonwealth of Kentucky
(hereinafter "Participating State")
Commonwealth Master Agreement No: MA 758 2100000767

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

- All products and services listed on the Contractor page of the NASPO ValuePoint website and/or Contractor's contract website under the Data Communications and related Services Category.

Master Agreement Terms and Conditions:

1. Scope: This Participating Addendum covers the *Data Communications Products & Services* contract AR3227 led by the State of *Utah* for use by **Non-Executive Branch State Agencies and political subdivision/local public agencies** located in the Commonwealth of Kentucky authorized by that State's statutes to utilize Commonwealth of Kentucky contracts. This Participating Addendum applies to the following products and services listed below as listed on the NASPO ValuePoint website and/or Contractor's website under the Data Communications and related Services Category:
 - **1.1 Unified Communications**
 - **1.2 Networking**
 - **1.3 Routers, Switches, Security, and Networking Storage**
 - **1.4 Wireless**
 - **1.5 Facility Management, Monitoring, and Control**
 - **2.1 Maintenance Services under 1.1-1.5 categories**
 - **2.2 Professional Services (includes Advanced Services) under 1.1-1.5 categories**
 - **2.3 Fulfillment Partner Services (includes: Basic installation and Configuration) under 1.1-1.5 categories**
 - **2.4 Training under 1.1-1.5 categories.**
2. Participation: This NASPO ValuePoint Master Agreement shall ONLY be used by Commonwealth of Kentucky Non-Executive Branch Agencies. Non-Executive Branch Agencies include the following: the Legislative and Judicial Branches of government and political subdivisions/local public agencies, to include but not limited to, public safety institutions, public schools, and institutions of higher education. Local public agencies of the Commonwealth as defined in KRS 45A.345 (11) shall be eligible to participate.

Executive Branch State Agencies are only permitted to use this PA if an approval is granted by the Commonwealth's Office of Technology (COT). If the Contractor enters into an agreement with an Executive Branch State Agency that has not been granted approval as indicated above, the Commonwealth reserves the right to terminate this PA in its entirety. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

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 Drive, San Jose, CA 95134
Telephone:	408-424-0712
Fax:	408-608-1729
Email:	nvp-help@cisco.com

Participating Entity

Name:	Susan S. Noland
Address:	702 Capital Avenue, Room 095, Frankfort, KY 40601
Telephone:	502.564.5951
Fax:	
Email:	Susan.Noland@ky.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.

[X] The following changes are modifying or supplementing the Master Agreement terms and conditions.

Governing Law: This Participating Addendum shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky and the using agency. Venue shall be the Commonwealth of Kentucky.

Commonwealth of Kentucky Laws, Policies and Procedures

<https://finance.ky.gov/services/eprocurement/pages/lawsprefregspolicies.aspx>

The Commonwealth reserves the right to require authorized agencies to use this PA to obtain quotes from Partners a party to the PA or from contractors awarded a Master Agreement for the same goods/services as provided by this PA.

Reporting and Administrative Fees: Contractor shall pay a one half of one percent (.5%) administrative fee to the Commonwealth of Kentucky which shall apply to all payments received by Contractor and/or its Fulfillment Partners for all products and services provided under this Participating Addendum. Payment of the .5% administrative fee shall be non-negotiable. The administrative fee percentage is only applicable to amounts actually received by the contractor during the quarter and is not applicable to the amounts ordered by customers but not yet paid. The administrative fee shall be paid in the form of EFT/ACH or a check payable to the Commonwealth of Kentucky – Office of the State Treasurer for an amount equal to one half of one percent (.5%) of the net sales (less any returns, credits or adjustments) under this PA for the period. Fees shall be paid 75 calendar days after the close of the quarter. Quarterly Sales Reports shall be sent by the 60th calendar day and are to be emailed to Susan Noland, Commonwealth Buyer, at Susan.Noland@ky.gov. Administrative Fees Payments are to include reference to the Commonwealth Master Agreement number, MA 758 2100000767 and if applicable checks will be mailed to the address below:

Office of Procurement Services
Attn: Susan S. Noland
702 Capitol Avenue
New Capitol Annex, Room 095
Frankfort, KY 40601

Report Due:

1st Quarter (Jan 1 – Mar 31): Due May 30th
2nd Quarter (April 1 – Jun 30): Due August 30th
3rd Quarter (July 1 – Sept 30): Due November 30th
4th Quarter (Oct 1 – Dec 31): Due February 28th

5. Lease Agreements

This PA allows for leasing per the agreement terms and conditions included in the Contractor's Master Agreement AR3227, which allows for leasing under Section 45 is approved for use by the Participating State. Any restrictions or requirements for the use of the lease agreement shall be negotiated with each using agency. Individual Purchasing Entities may enter into lease agreements for the Products covered in the Master Agreement. The terms and conditions of the leasing arrangement will be set forth in a separate agreement between the eligible purchaser and Cisco Capital or its designated and/or approved partner.

6. Subcontractors: All Contractors resellers authorized in the Commonwealth of Kentucky, 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. 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 Commonwealth's Master Agreement number MA 758 2100000767 and the NASPO Master Agreement Number AR3227 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 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 Commonwealth Master Agreement number MA 758 2100000767 and the NASPO Master Agreement AR3227 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 June 1, 2021 through September 30, 2024. 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.

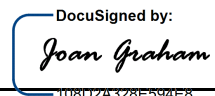
10. Entire Agreement: This Participating Addendum (Commonwealth Master Agreement number MA 758 2100000767 and the NASPO Master Agreement AR3227 (including all amendments and attachments thereto) constitute the entire agreement between the parties concerning the subject matter of this Participating Addendum and replaces any prior oral or written communications between the parties, all of which are excluded. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the NASPO Master Agreement, together with its exhibits, shall not be added to or incorporated into this Participating Addendum or the NASPO Master Agreement and its exhibits, by any subsequent purchase order or otherwise (except by duly executed written amendment), and any such attempts to add or incorporate such terms and conditions are hereby rejected and shall be deemed null and void.

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

Participating Entity: Commonwealth of Kentucky Commonwealth Office of Technology (COT)	Contractor: Cisco Systems, Inc.
Signature: 	Signature: 
Printed Name: Jim Barnhart	Printed Name: Steve Kite
Title: Deputy CIO	Title: Authorized Signatory
Date: 5-7-21	Date: May 6th, 2021`

APPROVED BY LEGAL

[Additional signatures required by the Participating Entity]

Participating Entity: Commonwealth of Kentucky Office of Procurement Services
Signature: 
Printed Name: Joan Graham
Title: Executive Director
Date: 5/7/2021