

NASPO ValuePoint
PARTICIPATING ADDENDUM



DATA COMMUNICATION PRODUCTS & SERVICES (2019-2026)

Led by the State of Utah

Master Agreement #: AR3227

Contractor: **CISCO SYSTEMS, INC.**

Participating Entity: **STATE OF WISCONSIN**

Participating Entity Contract Number: 505ENT-M21-DATACOMMUN-01

Term: Date of Execution – September 30, 2024

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.

Master Agreement Terms and Conditions:

1. Scope: This Participating Addendum covers the Data Communications Products and Services contract led by the State of Utah for use by state agencies and other entities located in the State of Wisconsin, 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:

Each Participating State agency and/or political subdivision (each a "Participating Entity") that purchases products/services will be treated as if they were Individual Customers. Issues of interpretation of eligibility for participation are solely within the authority of the State Bureau Director of Procurement. Except to the extent modified by this Participating Addendum, each Participating Entity will be responsible to follow the terms and conditions of the Master Contract; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Contract. except to the extent modified in this Participating Addendum. Each Participating Entity will be responsible for their own charges, fees, and liabilities. The Contractor will apply the charges to each Participating Entity individually.

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

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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:	Cort Hoel
Address:	Department of Administration 101 E. Wilson Street, 6 th Floor Madison, WI 53703
Telephone:	608-266-1725
Fax:	608-267-0600
Email:	Cort.hoel@wisconsin.gov

4. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

The following modifications or additions to the Master Contract, based on the State of Wisconsin Terms and Conditions, shall apply to activities and relationships of Contractor and the Participating Entities pursuant to mutually agreed Statements of Work, or accepted orders, that they may enter into under this agreement.

[X_] The following changes are modifying or supplementing the Master Agreement terms and conditions:

Exhibit A: Wisconsin Terms and Conditions is incorporated into this Participating Addendum and applies to all transactions under this Participating Addendum in accordance with the order of precedence set forth in Section 4A below.

The Cooperative Purchasing Agreement, attached hereto as Exhibit B and incorporated in this Addendum, will allow municipalities, as defined in the Agreement, to purchase through this Addendum.

The State of Wisconsin will utilize the reporting developed by and available from the lead State for their reporting needs. However, the Contractor agrees to provide additional reports if requested to the State in a format and frequency as mutually agreed by both parties.

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The validity of this Participating Addendum, any of its terms or provisions, as well as the rights and duties of the Parties to this Participating Addendum, shall be governed by the laws of the State of Wisconsin. Any action at law or in equity to enforce or interpret the provisions of this Participating Addendum shall be brought in a court of competent jurisdiction in Wisconsin.

4A. Order of Precedence: this Participating Addendum will be governed by the following documents. Any conflict among the following documents shall be resolved by giving priority to these documents in the order listed below:

1. This Participating Addendum ("PA"), including all Exhibits;
 2. Utah NASPO VP Master Agreement;
 3. The Solicitation including all Addendums;
 4. Contract Vendor's response to the Solicitation;
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5. **Lease Agreements or Alternative Financing Methods:** Contractor's Master Agreement allows for leasing and alternative financing methods under Section 45. The terms and conditions of the capital lease or alternative financing arrangement will be separately negotiated and set forth in an agreement between the purchaser and either Cisco Capital or its designated and/or approved financing partner. The terms and conditions of the capital lease or alternative financing arrangement will be separately negotiated and set forth in an agreement between the purchaser and either Cisco Capital or its designated and/or approved financing partner. Leasing will not be allowed for state agencies or University of Wisconsin System campuses but will be available to Wisconsin municipalities, as defined above, at their discretion.
 6. **Subcontractors/Fulfillment Partners:** All contractors, dealers, and Fulfillment Partners authorized in the State of Wisconsin, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

Subject to approval of the Participating State, 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 of two Fulfillment Partners and no set maximum number of Fulfillment Partners to provide sales and services support. Contractor, in its sole discretion, is not required to add, and may delete upon forty-five (45) days written notice, any Fulfillment Partner who does not meet Contractor's

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established qualifying criteria, or where the addition of the entity would violate any state or federal law or regulation.

Contractor and Fulfillment Partners authorized in the State of Wisconsin, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to Purchasing Entities under this Addendum to the NASPO ValuePoint Master Agreement. The Fulfillment Partners participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

7. Orders: The Master Agreement number and the State Contract Number, 505ENT-M21-DATACOMMUN-01 must appear on every Purchase Order placed under this Participating Addendum. Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from 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.

Purchasers may place orders directly only through Contractor's approved Fulfillment Partners or through Contractor 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 above the contract pricing set forth in Attachment C of the Master Agreement, in the discretion and as the sole legal obligation of the approved Fulfillment Partner.

8. Product & Services Offering: The full suite of product and service offerings available under the Master Agreement may be procured under this Participating Addendum.
9. Term: The term of this Participating Addendum shall begin the date of last signature below. The term shall continue for a period ending on the date of termination or expiration of the Master Agreement or when this Participating Addendum is terminated in accordance with the terms of this Participating Addendum or the Master Agreement, whichever shall occur first.

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10. **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 2 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 made by posting on Cisco.com or by e-mail or fax.
11. **Entire Agreement:** This Participating Addendum and the Master Agreement (including all amendments and attachments thereto) constitutes 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.

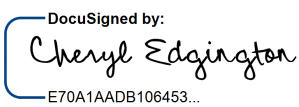
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IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: State of Wisconsin	Contractor: Cisco Systems, Inc.
Signature:  E70A1AADB106453...	Signature: 
Name: Cheryl Edgington	Name: Jenn Pate
Title: Director, Bureau of Procurement	Title: Authorized Signatory
Date: 6/1/2021 4:39 PM CDT	Date: April 28, 2021 APPROVED BY LEGAL

[Additional signatures may be added if required by the Participating Entity]

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Contracting Coordinator:	
Telephone:	
Email:	info@naspovaluepoint.org

[Please email fully executed PDF copy of this document to

PA@naspovaluepoint.org

to support documentation of participation and posting in appropriate data bases.]

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Master Agreement #: AR3227

Contractor: **CISCO SYSTEMS, INC.**

Participating Entity: **STATE OF WISCONSIN**

**PARTICIPATING ENTITY CONTRACT NUMBER: 505ENT-M21-
DATACOMMUN-01**

TERM: DATE OF EXECUTION – SEPTEMBER 30, 2024

Exhibit A: Wisconsin Terms and Conditions

1. **DEFINITIONS.** Words and terms shall be given their ordinary and usual meanings. Unless negotiated otherwise by the parties, where capitalized, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter.

“Acceptance” means a manifestation of assent by the State to the terms, Services, Deliverables or other items offered by the Contractor under the Contract after Inspection by the State, and as more fully described in Section 16 of the Master Agreement for Products, or as set forth in the applicable Purchase Order or Statement of Work.

“Agency” or “State Agency” means an office, department, agency, institution of higher education, association, society or other body in the State of Wisconsin government created or authorized to be created by the State Constitution or any law, which is entitled to expend moneys appropriated by law, including the legislature and the courts, but not including an authority, as defined in Wis. Stat. s. 16.70(2).

“Business Day” means any day on which the Contracting Agency is open for business.

“Confidential Information”, in addition to the definition set forth in Section 30.a of Attachment A of the Master Agreement, means all tangible and intangible information and materials being disclosed in connection with this Contract, in any form or medium without regard to whether the information is owned by the State or by a third party, which satisfies at least one of the following criteria: (i) Personally Identifiable Information; (ii) Proprietary Information; (iii) non-public information related to the State’s employees, customers, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or

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materials derived therefrom or based thereon; or (iv) information expressly designated as confidential in writing by the State. Confidential Information includes all information that is restricted or prohibited from disclosure by state or federal law.

“Contracted Personnel” means a Contractor’s employees or other personnel (including officers, agents and Subcontractors) provided and identified by the Contractor specifically to render Services under this Contract.

“Contracting Agency” means the Agency entering into this Contract on behalf of the State.

“Day” means calendar day unless otherwise specified in this Contract.

“Deliverables” means all project materials, including hardware, software licenses, data, and documentation delivered and/or provided to Customer during the rendering of Services hereunder. The Intellectual Property rights of each of Contractor and the State of Wisconsin are specified in Section 40.b of Attachment A to the Master Agreement. For purposes of clarification, title to equipment passes upon arrival to the customer destination; however software is licensed, not owned by the customer.

“Inspection” means an examination of Deliverables or Services provided under this Contract in order to determine whether they meet the requirements of the applicable Order and/or Statement of Work, as applicable.

“Personally Identifiable Information” means an individual’s last name and the individual’s first name or first initial, in combination with and linked to any of the following elements, if that element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable: (a) the individual’s Social Security number; (b) the individual’s driver’s license number or state identification number; (c) the number of the individual’s financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual’s financial account; (d) the individual’s DNA profile; or (e) the individual’s unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by state or federal law.

“Products” means articles of trade or items of merchandise, supplies, raw materials, or finished products, and may also include incidental or related services as the situation may require.

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“Properly-submitted Invoice” is one that is submitted in accordance with instructions contained on the State’s Purchase Order, includes a reference to the proper Purchase Order number, and is submitted to the proper address for processing.

“Proprietary Information” means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

- a. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
- b. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

“Purchase Order” means the State’s standard document of a purchase of Deliverables and Services.

“Services” means all work performed, and labor, actions, recommendations, plans, research, customizations, modifications, including documentation of the foregoing, and maintenance and support provided by the Contractor necessary to fulfill that which the Contractor is obligated to accomplish under this Contract.

“SOW” means Statement of Work.

“State” means the State of Wisconsin.

“Subcontract” means an agreement, written or oral between the Contractor and any other party to fulfill the requirements and performance obligations of this Contract.

“Subcontractor” means an entity that enters into a Subcontract with the Contractor for the purpose of delivering Deliverables or rendering Services to the State.

2. **CONTRACT DISPUTE RESOLUTION.** In the event of any dispute or disagreement between the parties under this Participating Addendum, whether with respect to the interpretation of any provision of this Participating Addendum, or with respect to the performance of either party hereto, each party shall appoint a representative to meet for the purpose of endeavoring to resolve such dispute or negotiate for an adjustment to such provision. No legal action of any kind, except for the seeking of equitable relief in the case of the public’s health, safety or welfare or as necessary to protect Contractor’s intellectual property, may begin in regard to the dispute until this dispute

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resolution procedure has been elevated to the Contractor's highest executive authority and the equivalent executive authority within the Contracting Agency, and either of the representatives in good faith concludes, after a good faith attempt to resolve the dispute, that amicable resolution through continued negotiation of the matter at issue does not appear likely.

3. **Disclosure.** If a state public official (s. 19.42, Stats.) or an organization in which a state public official holds at least a 10% interest is a party to this Contract, this contract is voidable by the state unless appropriate disclosure is made to the State of Wisconsin Ethics Commission, 101 East Wilson Street, Unit 127, Madison, Wisconsin 53703, [Telephone: (608) 266-8123].
4. **State Payment Offsets For Contractor's Delinquency.** The State shall offset payments made to the Contractor under this Contract in an amount necessary to satisfy a certified or verifiable delinquent payment owed to the State or any state or local unit of government.
5. **Non-Appropriation of Funds.** The State reserves the right to cancel an undelivered order made under this Participating Addendum in whole or in part without penalty if the Legislature fails to appropriate funds necessary to fund the order made under this Participating Addendum.
6. **Notice and Change of Contact Information.** In the event either Contractor or the State moves or updates contact information, the applicable party shall inform the other party of such changes in writing within ten (10) Business Days. The State shall not be held responsible for payments on Purchase Orders delayed due to Contractor' failure to provide such notice. Any notice required or permitted to be given shall be deemed to have been given on the date of delivery or three (3) Business Days after mailing by e-mail or postal service.
7. **Promotional Advertising and News Releases.** Reference to or use of the State of Wisconsin, the Great Seal of the State, the Wisconsin Coat of Arms, any Agency or other subunits of the State government, or any State official or employee, for commercial promotion is strictly prohibited. News releases or release of broadcast e-mails or US mail pertaining to this Contract shall not be made without prior written approval of the State. Notwithstanding the foregoing, Contractor may identify the State of Wisconsin as a customer in its annual report.

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8. **Sovereign Immunity.** Nothing in this Contract shall be construed to constitute a waiver of the State's sovereign immunity under the Eleventh Amendment to the United States Constitution and Article IV, Section 27 of the Wisconsin Constitution.
9. **IRS Publication 1075:** If applicable, Contractor and Contracted Personnel shall adhere to the requirements of IRS Publication 1075, particularly Exhibit 7 and the Safeguarding Contract Language, including subsequent versions published by the IRS after the date of Contract execution. Contractor hereby acknowledges and agrees that specific customers or Agencies may have additional requirements as a result of IRS Publication 1075. Contractor shall comply with such agency requirements.
10. **Wisconsin Executive Order 1.** Pursuant to 2019 Wisconsin Executive Order 1, Contractor agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.
11. **State of Israel.** Pursuant to s. 16.75(10p), Wis. Stats., contractor agrees it is not, and will not for the duration of the contract, engage in a prohibited boycott of the State of Israel as defined in s. 20.931(1)(b). State agencies and authorities may not execute a contract and reserve the right to terminate an existing contract with a company that is not compliant with this provision. This provision applies to contracts valued \$100,000 or over.
12. **Nondiscrimination and Affirmative Action.** The Contractor shall not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, national origin, developmental disability as defined in § 51.01(5), Wis. Stats., or sexual orientation as defined in § 111.32(13m), Wis. Stats. This provision shall include, but is not limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Contractor shall take affirmative action to ensure equal employment opportunities.

Unless exempted by workforce size (50 or fewer employees) or Contract amount (\$50,000 or less), the Contractor must submit a written affirmative action plan to the State.

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The Contractor shall post the notice provided by the State, setting forth the provisions of the State's nondiscrimination laws, in its workplace, website or conspicuous places in order that the Contractor's employees and applicants for employment are able to read it.

Failure to comply with the conditions of this provision may result in the following consequences:

- termination of this Contract as provided in the Master Agreement,
- designation of the Contractor as "ineligible" for future consideration as a responsible, qualified bidder or proposer for State contracts, or
- withholding of a payment due under the Contract until the Contractor is in compliance

13. State Employees. The Contractor may not improperly contract with or employ a State employee or an individual retained as a full-time contractor by the State during the term of this Contract.

14. No Agency Relationship. The Contractor shall not take any action, or make any omission, that may imply, or cause others reasonably to infer that the Contractor is acting as the State's agent in any matter or in any way not expressly authorized by this Contract.

15. APPLICABLE LAW. This Contract shall be governed by the laws of the State of Wisconsin. Venue for any action brought under this Contract shall lie in Madison, Dane County, Wisconsin.

16. TERMINATION FOR CAUSE:

(a) In addition to the rights of either party to terminate the contract for a default, as specified in Section 37 of Attachment A of the Master Agreement, the State reserves the right to cancel this Contract upon ten (10) days' prior written notice and no cure by Contractor, if the Contractor:

- Fails to maintain and keep in force all required insurance, permits and licenses as provided in this Contract;
- Fails to maintain the confidentiality of the State's information that is considered to be Confidential Information, or
- Performs in a manner that threatens the health or safety of a State employee, citizen, or customer.

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(b) The State reserves the right to cancel this Contract without penalty, with 30 days' prior written notice and no cure by Contractor, if the Contractor:

- Fails to follow the sales and use tax certification requirements of s. 77.66 of the Wisconsin Statutes;
- Incurs a delinquent Wisconsin tax liability;
- Fails to submit a non-discrimination or affirmative action plan as required herein.
- Fails to follow the non-discrimination or affirmative action requirements of subch. II, Chapter 111 of the Wisconsin Statutes (Wisconsin's Fair Employment Law); or
- Becomes a state or federally debarred contractor.

17. POST CONTRACT OBLIGATIONS. Upon the termination of this Contract for any reason, or upon Contract expiration, each party shall be released from all obligations to the other party arising after the date of termination or expiration, except for those that by their terms survive such termination or expiration and/or are specified to survive as set forth in Section 6.b of Attachment A, Exhibit 1 of the Master Agreement.

18. CONTRACTOR COMPLIANCE AND RESPONSIBILITY FOR ACTIONS. The Contractor shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations that are in effect during the term of this Contract to the extent these are applicable to the Contractor's work or obligations hereunder.

The Contractor shall be solely responsible for its actions and those of its agents, employees, or Subcontractors. Neither the Contractor nor any of the foregoing parties has authority to act or speak on behalf of the State.

19. CONTRACTOR'S INSURANCE RESPONSIBILITY. in addition to the insurance coverage required to be held by Contractor as set forth in Section 28 of Attachment A of the Master Agreement, the Contractor shall maintain the following insurance coverage:

- Worker's compensation insurance, to the extent required under Chapter 102 of the Wisconsin Statutes, for all of the Contractor's employees and Contracted Personnel engaged in the work performed under this Contract;
- Motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out the terms of this Contract, with a minimum coverage of one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.

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- Certificate of Insurance, showing up-to-date coverage, which shall be on file in the Contracting Agency within five (5) business days after the Effective Date of the Contract (if applicable).

The State reserves the right to require higher or lower insurance limits, where warranted, subject, however, to Contractor's confirmation that it is able to procure such insurance coverage.

20. INDEMNIFICATION BY STATE. The State of Wisconsin will not indemnify the Contractor under this Participating Addendum or the Master Agreement to the extent such indemnification is not permitted under the State of Wisconsin law.

21. CONFIDENTIAL INFORMATION.

In addition to the terms set forth in Section 30 of Attachment A of the Master Agreement, the parties agree as follows:

(a) Disclosures.

Contractor shall institute and maintain such security procedures as are commercially reasonable to maintain the confidentiality of the Confidential Information while in its possession or control, including transportation, whether physically or electronically.

Contractor shall ensure that all indications of confidentiality contained on or included in any item of the Confidential Information shall be reproduced by Contractor on any reproduction, modification, or translation of such Confidential Information. If requested by the State, Contractor shall make a reasonable effort to add a proprietary notice or indication of confidentiality to any tangible materials within its possession that contain Confidential Information of the State, as directed.

(b) Contractor Breach of Confidentiality.

In the event of a breach by Contractor of obligations of confidentiality under this Section, to the extent arising directly from the negligence or willful misconduct of the Contractor, its Subcontractors, employees and/or agents, Contractor shall reimburse State for reasonably foreseeable direct damages, costs and expenses, such as disallowances or penalties from federal oversight agencies, and any notification costs incurred by the State in the compliance of any applicable data privacy laws and, with respect to Personally Identifiable Information, the costs of monitoring the credit of all persons whose Personally Identifiable Information was disclosed. Notwithstanding the Limitation of Liability set forth in the Master Agreement, Contractor's liability under this Section shall not exceed \$100,000.

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22. LABOR STANDARDS. The Contractor guarantees that any items provided to the State hereunder were manufactured or produced in accordance with applicable state and federal labor laws.

23. SECURITY OF PREMISES, EQUIPMENT, DATA AND PERSONNEL. During the performance of Services under this Contract, the Contractor may have access to the personnel, premises, equipment, and other property, including data files, information, or materials belonging to the State. The Contractor shall preserve the safety, security, and the integrity of the personnel, premises, equipment, data and other property of the State, in accordance with the reasonable written instructions of the State which shall be provided to Contractor. The Contractor shall be responsible for damage to the State's equipment, workplace, and its contents, to the extent such damage or loss is caused by the negligence or willful misconduct of Contractor, Contracted Personnel, or Subcontractors, and such liability shall be subject to the limitation on liability in Section 40.b of Attachment A of the Master Agreement. This remedy shall be in addition to any other remedies available to the State by law or in equity.

24. RENDERING OF AND WARRANTY FOR SERVICES. The Contractor shall render Services with all due skill, care, and diligence, in accordance with accepted industry practices and legal requirements. The State may, with prior written notice to Contractor, inspect, observe and examine the performance of the Services rendered on the State's premises at any time.

25. CONTRACTOR PERSONNEL.

(a) Identification. If requested by the State, the Contractor shall provide a list of the names of all Contractor's employees, Contracted Personnel, or Subcontractor's employees who may at any time require admission to the State's premises in connection with the rendering of Services, specifying each such person's connection to the Contractor, the role the person is to take in the performance of the Contract, and other particulars as the State may reasonably require. The State reserves the right to refuse to admit to the State's premises any person employed or contracted by the Contractor whose admission, in the sole opinion of the State, would be undesirable.

(b) Right to Approve Changes of Contracted Personnel. The State shall, with good cause, have the right to reasonably approve or disapprove a proposed change of Contracted Personnel who will be providing services to State on site. State will provide Contractor with a reasonable period of time to implement such change in the Contracted Personnel. The Contractor shall provide to the State, in each instance a resume of the proposed substitute and an opportunity to interview that person prior to giving its approval or disapproval. The State shall not unreasonably withhold this approval.

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(c) Contracted Personnel Removal. The State may reasonably request that the Contractor remove or reassign Contracted Personnel who are on the State site at the State's discretion; however, the State's right to do so does not implicate the State as a party to any of the Contractor's obligations in the Contract. The State may request that such a Contracted Personnel be replaced within ten (10) Business Days from such removal, or other reasonable time period as agreed by the parties.

(d) Identification of Contracted Personnel. The Contractor shall furnish each Contracted Personnel with a means of identifying themselves as agents, Subcontractors, or employees of the Contractor assigned to perform Services under the Contract, and furnish the State with security credentials on these Contracted Personnel, if requested.

(e) Background or Criminal History Investigation. Prior to joining Cisco, Cisco performs a background or criminal history investigation of its Contracted Personnel and employees, who will be providing Services to the State under the Contract. If any of the stated personnel providing Services to the State on State premises under this Contract is not acceptable to the State in its sole opinion as a result of the background or criminal history investigation, the State may request prompt replacement of the person.

26. IDENTIFICATION. All invoices affecting a Purchase Order hereunder shall contain the applicable State Purchase Order number.

27. LIENS, CLAIMS AND ENCUMBRANCES. The Contractor warrants and represents that all Deliverables ordered hereunder are free and clear of all liens, or encumbrances of any kind.

28. WARRANTY OF ITEMS OFFERED. Deliverables and Services rendered shall be strictly in accordance with the requirements of the applicable purchase order and may not deviate in any way from the terms, conditions or specifications of this Contract, without the prior written approval of the State. Deliverables delivered under this Contract are subject to Inspection and Acceptance testing upon receipt, subject to and as more fully described in Section 16 of Attachment A of the Master Agreement for Products, or as set forth in the applicable Purchase Order or Statement of Work.

29. PERFORMANCE. Services rendered under this Contract shall be performed in a timely, professional and diligent manner by qualified and efficient personnel. The Contractor shall be solely responsible for controlling the manner and means by which it and its Contracted Personnel or its Subcontractors render Services, and the Contractor shall observe, abide by, and perform all of its obligations in accordance with all legal requirements and State or Agency work rules which are made available in writing to Contractor and its Contracted Personnel.

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Without limiting the foregoing, the Contractor shall control the manner and means of the Services rendered so as to do so in a reasonably safe manner and in compliance with all applicable codes, regulations and requirements imposed or enforced by any government agencies, including all applicable requirements of the Occupational Safety and Health Administration (OSHA) and all safety codes and procedures mandated or recommended by insurance underwriting organizations and all generally recognized organizations establishing safety standards, including without limitation the National Fire Protection Association. Notwithstanding the foregoing, any stricter standard provided in plans, specifications or other documents incorporated as part of this Contract shall govern.

30. REFUND OF CREDITS. Within sixty (60) days after any termination or expiration of this Participating Addendum, Contractor agrees to pay to State in cash any amounts paid by State for Products or Services for which Contractor is obligated to provide a refund, pursuant to the terms of Sections 16 and 18 of Attachment A or Exhibit 1 to the Master Agreement.

31. PROMPT PAYMENT. The State shall pay the Contractor's Properly-submitted Invoices within thirty (30) Days of the date of receipt of the invoice by State, provided that the Deliverables or Services to be provided to the State have been delivered, rendered, installed, and/or accepted as specified in Sections 16 and 18 of Attachment A of the Master Agreement, Statement of Work (SOW) or this Contract.

If the State fails to pay a Properly-submitted Invoice within thirty (30) Days of receipt, it shall pay a late payment penalty as provided in §16.528, Wis. Stats. However, if the State declares a good faith dispute in regard to an invoice pursuant to §16.528 (3)(e), Wis. Stats., it may pay any undisputed portion of said invoice, and will be exempt from the prompt payment requirement for the disputed portion.

32. STATE TAX EXEMPTION. The State is exempt from payment of Wisconsin sales or use tax on all purchases.

33. RECORDS, RECORDKEEPING AND RECORD RETENTION. Records administration and audit shall be conducted pursuant to Section 29 of the Master Agreement. Pursuant to §19.36 (3) of the Wisconsin Statutes, all "records" (as defined under §19.32 (2) of the Wisconsin Statutes) of the Contractor that are produced or collected under this Contract are subject to disclosure pursuant to a public records request. All expenditure records shall be kept in accordance with Generally Accepted Accounting Procedures (GAAP). All procedures shall be in accordance with federal, State and local laws or ordinances. The Contractor, following final payment, shall retain all "records" produced or collected under this Contract for six (6) years, or provide the customer Agency the opportunity to download the "records" upon termination of the applicable service.

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34. SEVERABILITY. If any provision of this Contract is found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Contract shall remain valid and in full force and effect. The invalid provision shall be replaced by a valid provision that comes closest in intent to the invalid provision.

35. NO GUARANTEE OF QUANTITY. The State may obtain related Deliverables and Services from other sources during the term of this Contract. The State makes no express or implied warranties whatsoever that any particular quantity or dollar amount of Deliverables or Services will be procured through this Contract.

36. TERMINATION OF PURCHASE ORDER. The State may terminate a specific Purchase Order issued under this Contract prior to acceptance of such Purchase Order. After acceptance of a Purchase Order, Deliverable sales are final and such termination shall not affect the rights and obligations with respect to such Purchase Orders, including any right of payment for Deliverables delivered and Services rendered.