



AMENDMENT NUMBER ONE
AGREEMENT NUMBER GSS20579-DATACOMM
for
Data Communications, Products and Services Between
The State of Delaware And
Cisco Systems, Inc.

This Amendment Number One (1) to Agreement Number GSS20579-DATACOMM between Cisco Systems, Inc. (Vendor) and the State of Delaware, Department of Technology and Information (DTI) is effective September 30, 2024. The terms, words, and phrases used on this Amendment shall have the same meaning as set forth under the Agreement, unless expressly stated otherwise.

WHEREAS, DTI intends to exercise the ability to extend the term of this Agreement.

WHEREAS, Vendor will provide Data Communications, Products and Services to entities authorized to utilize DTI's contract award in the terms set below;

WHEREAS, DTI and the Vendor represent and warrant that each party has full right, power and authority to enter into and perform under this Agreement;

FOR AND IN CONSIDERATION OF the premises and mutual agreements herein, DTI and Vendor agree as the Agreement may be amended as follows:

1. A two (2) year extension making the Agreement effective until September 30, 2026.
2. All other terms and conditions of this Agreement will remain the same.

There are no other changes to the Agreement implemented by this Amendment. Except as expressly modified by this Amendment, all terms and conditions of the Agreement will remain in full force and effect and this Amendment shall be an integral part of the Agreement. If there are any inconsistencies between the provisions of this Amendment and the provisions of the Agreement, the provisions of this Amendment shall control, but only as to the subject matter covered herein. No clause in this Amendment shall be considered a waiver of any portion of the Agreement as previously executed between Vendor and DTI.

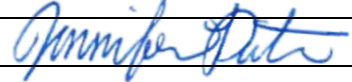
This Amendment was drafted with the joint participation of the undersigned parties and shall be construed neither against nor in favor of either, but rather in accordance with the fair meaning thereof.

IN WITNESS THEREOF, the Parties hereto have executed this Amendment as of the date of execution by both parties below.

State of Delaware

Cisco Systems, Inc.

By: 
Name: Gerald Whisman
Title: COO
Date: May 9, 2024

By: 
Name: Jenn Pate
Title: Authorized Signatory
Date: May 8, 2024

APPROVED BY LEGAL

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**PARTICIPATING ADDENDUM
for
DATA COMMUNICATIONS PRODUCTS AND SERVICES
Between
The State of Delaware and CISCO SYSTEMS, INC.
MASTER AGREEMENT #AR3227**

Vendor Name: Cisco Systems, Inc.

Delaware Contract Number: GSS20579-DATACOMM
DATA COMMUNICATIONS, PRODUCTS AND SERVICES

1. SCOPE

- a. This Participating Addendum is made between the State of Delaware, Office of Management and Budget, Government Support Services and Cisco Systems, Inc. (Contractor), to establish a contract for the products and services for data communications.
- b. Under Delaware Code, Title 29 §6933 and §6987, The State of Delaware is authorized to participate in, sponsor, conduct or administer a cooperative purchasing agreement for the procurement of materiel or nonprofessional services, or professional services with 1 or more public procurement units either within the State or within another state in accordance with an agreement entered into between the participants.
- c. The requirements herein are in addition to those in the executed NASPO ValuePoint contract and shall continue through SEPTEMBER 30, 2024. At the sole discretion of Government Support Services, this Participating Addendum may further be extended to include any extensions as agreed to, by and between NASPO ValuePoint and Cisco Systems.

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 Delaware. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

Within the State of Delaware, all state agencies, cities, counties, municipalities, special districts or precincts, public educational entities (i.e. K-12 and Higher Ed) or any other political subdivision, including any nonprofit agency certified under the provisions of section 501 (c) of the federal Internal Revenue Code, are eligible purchasers and authorized to purchase Contractor's products and services under the terms of this Participating Addendum.

3. CHANGES

a. MANDATORY INSURANCE REQUIREMENTS (29 Del. C. §6929)

Contractor must obtain at its own cost and expense and keep in force and effect during the term of this Participating Addendum, including all extensions, the coverage and limits specified below with insurers that have a rating of at least A- VIII. Contractor must carry the following coverage depending on the type of service or product being delivered.

1. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
2. Commercial General Liability - \$1,000,000 per occurrence/\$3,000,000 per aggregate, provided that such limits can be satisfied with any combination of primary and umbrella insurance.

3. Automotive Liability Insurance covering all automobiles owned, rented or hired by the Contractor, providing coverage on a primary non-contributory basis with limits of :

- a) \$1,000,000 combined single limit each accident, for bodily injury;
- b) \$250,000 for property damage to others;
- c) \$25,000 per person per accident Uninsured/Underinsured Motorists coverage;
- d) \$25,000 per person, \$300,000 per accident Personal Injury Protection (PIP) benefits as provided for in 21 Del. C. §2118; and
- e) Comprehensive coverage for all leased vehicles, which shall cover the replacement cost of the vehicle in the event of collision, damage or other loss.

The Contractor must carry at least one of the following depending on the scope of work being performed.

- a) Medical/Professional Liability - \$1,000,000 per occurrence/\$3,000,000 per aggregate
- b) Miscellaneous Errors and Omissions - \$1,000,000 per claim/\$3,000,000 per aggregate
- c) Product Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate

Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.

Before any work is done pursuant to this Participating Addendum, Certificates of Insurance evidencing the insurance required herein shall be filed with the State. The certificate holder is as follows:

State of Delaware
Government Support Services
Contract No: GSS20579-DATACOMM
100 Enterprise Place, Suite 4
Dover, DE 19904-8202

Nothing contained herein shall restrict or limit the Contractor's right to procure insurance coverage in amounts higher than those required by this Participating Addendum.

The State of Delaware's self-insured insurance program shall not provide any coverage whether coverage is sought as primary, co-primary, excess or umbrella insurer or coverage for any loss of any nature.

In no event shall the State of Delaware be named as an additional insured on any policy required under this Participating Addendum.

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

In the event Contractor uses a subcontractor in connection with this Agreement, Contractor shall require such subcontractor to maintain the types and amounts of insurance that Contractor deems reasonable in light of the products and/or services to be provided by such subcontractor.

b. RESERVED

c. SEVERABILITY

If any term or provision of this Participating Addendum is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Participating Addendum, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

d. PERMITS AND LICENSES

All necessary permits, licenses, insurance policies, etc. required by local, State or Federal laws, shall be provided by the Contractor at its own expense.

e. PATENTED DEVICES, MATERIAL AND PROCESSES

1. The Contractor shall provide for the use of any patented design, device, material, or process to be used or furnished under this Participating Addendum by suitable legal agreement with the patentee or owner and if requested, shall provide representation that they have properly contracted with others.
2. The Contractor and the surety shall hold and save harmless the State of Delaware, the Agency, the Director, their Officers or Agents from any and all claims because of the use of such patented design, device, material, or process in connection with the work agreed to be performed under this Participating Addendum.

f. STATE OF DELAWARE BUSINESS LICENSE

Prior to commence performance under this agreement, the Contractor shall either furnish Government Support Services with proof of State of Delaware Business Licensure or initiate the process of application, where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P. O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone: 302-577-8778.
<http://revenue.delaware.gov/services/BusServices.shtml>

Information regarding the State of Delaware's decision to enter into this Participating Addendum will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject your organization to applicable fines and/or interest penalties.

g. EMERGENCY TERMINATION OF PARTICIPATING ADDENDUM

1. Due to restrictions which may be established by the United States Government on material, or work, this Participating Addendum may be terminated by the cancellation of all or portions of this Participating Addendum.
2. In the event the Contractor is unable to obtain the material required to complete the items of work included in this Participating Addendum or related Purchase Order(s) because of restrictions established by the United States Government and if, in the

opinion of the Agency, it is impractical to substitute other available material, or the work cannot be completed within a reasonable time, the incomplete portions of the work may be cancelled, or this Participating Addendum and/or related Purchase Order(s) may be terminated.

h. INDEMNIFICATION

1. General Indemnification

The Contractor shall defend, indemnify and hold harmless the State of Delaware, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, bodily injury, or damage to tangible personal property (not including lost or damaged data) arising from negligent or willful misconduct act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, relating to its performance under this Agreement. In the event that the State of Delaware's or a third party's negligent or willful misconduct acts, errors or omissions contributed to cause the injury or damage for which a claim of indemnity is being asserted against the Contractor, the damages and expenses (including, without limitation, reasonable attorneys' fees) shall be allocated or reallocated, as the case may be, between the indemnified party, the Contractor, and any other party bearing responsibility in such proportion as appropriately reflects the relative fault of such parties, or their subcontractors, or the officers, directors, employees, agents, successors, and assigns of any of them, and the liability of the Contractor shall be proportionately reduced.

The foregoing indemnification obligations are conditioned upon the State of Delaware promptly notifying the Contractor in writing of the claim, suit, or proceeding for which the Contractor is obligated under this Subsection, cooperating with, assisting, and providing information to, the indemnifying party as reasonably required, and granting the Contractor the exclusive right to defend or settle such claim, suit, or proceeding; provided that any such settlement or compromise includes a release of the State of Delaware from all liability arising out of such claim, suit or proceeding.

2. Proprietary Rights Indemnification

The Contractor shall defend any claim against the State of Delaware, along with their officers and employees ("Indemnified Party"), from and against claims by third parties that Contractor's Products provided under this Agreement, infringes patents, copyrights or trademarks ("Intellectual Property Claim") of another person or entity.

- a. The Contractor's obligations under this section shall not extend to the extent any Intellectual Property Claim is based on:
 - i. compliance with any designs, specifications, requirements, or instructions by the State of Delaware or a third party on the State of Delaware's behalf; or
 - ii. the modification of the Contractor's Product by anyone other than Contractor; or
 - iii. the amount or duration of use made of Contractor's Product, or services offered by the State of Delaware to external or internal Purchasing Entity, or revenue earned by the State of Delaware; or
 - iv. the combination of the operation or use of a Contractor's Product with third party products, software or business processes.

- b. The State of Delaware shall notify the Contractor promptly after receiving notice of an Intellectual Property Claim. If the State of Delaware fails to notify Contractor promptly of the Intellectual Property Claim, and that failure prejudices Contractor's ability to defend, settle or respond to the Intellectual Property Claim, then Contractor's obligation to defend or indemnify the State of Delaware with respect to that Intellectual Property Claim will be reduced to the extent Contractor has been prejudiced. In addition, such failure to provide prompt notification shall relieve Contractor of any obligation to reimburse for the State of Delaware's attorneys' fees incurred prior to notification. If the Contractor defends any Intellectual Property Claim, it shall have control over the defense and settlement of the Intellectual Property Claim. However, the State of Delaware must consent in writing for any money damages or obligations for which it may be responsible. The State of Delaware shall furnish, at the Contractor's reasonable request, information and assistance necessary for such defense.

If an Intellectual Property Claim is made or appears likely, the State of Delaware shall permit Contractor to procure for the State of Delaware the right to continue using Contractor's Product, or to replace or modify the Contractor's Product with one that is at least functionally equivalent. If Contractor determines that none of those alternatives is reasonably available, then the State of Delaware will return and/or cease using Contractor's Product and Contractor will refund to the State of Delaware the remaining net book value of the Contractor's Product calculated according to generally accepted accounting principles.

This Section is Contractor's entire obligation and the State of Delaware's exclusive remedy regarding any Intellectual Property Claims.

3. NON-PERFORMANCE

In the event the Contractor does not fulfill its obligations under the terms and conditions of this Participating Addendum, in addition to proceeding with termination of this Participating Addendum, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the Contractor provided that the Contractor and State shall mutually agree on the final cost difference that is owed by the Contractor. Under no circumstances shall monies be due the Contractor in the event open market products can be obtained below contract price. Any monies charged to the Contractor may be deducted from an open invoice.

4. OPPORTUNITY BUYS

The Director for the State of Delaware, Office of Management and Budget, Government Support Section can waive use of a central contract pursuant to 29 Del. C. §6911(e). A process has been developed to permit any contractor the opportunity to submit an Opportunity Buy offer to the State for goods and/or services for consideration despite the existence of a central contract. See [Opportunity Buy Flowchart](#).

The Director will afford any contractor on an existing central contract an opportunity to match or to beat the Opportunity Buy offer made by a non-contracted contractor prior to a waiver being granted.

5. I FOUND IT CHEAPER

Director for the State of Delaware, Office of Management and Budget, Government Support Section can waive use of a central contract pursuant to 29 Del. C. §6911(e). A process has

been developed to permit any State employee or contractor to identify a lower price for material and or services for consideration despite the existence of a central contract. See [I Found It Cheaper Flowchart](#).

The Director will afford any contractor on an existing central contract an opportunity to match or to beat the I Found It Cheaper suggestion and if not matched or beaten, approve the purchase via a waiver.

6. REQUIRED REPORTS

One of the primary goals in administering this Participating Addendum is to keep accurate records regarding its actual value/usage. This information is essential in order to update the contents of this Participating Addendum and to establish proper bonding levels, if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested parties.

A complete and accurate Usage Report (Attachment A) shall be furnished in an Excel format and submitted electronically, no later than the 60th day (or next business day) following each quarterly period, detailing the purchasing of all items and/or services on this Participating Addendum. The reports shall be completed in Excel format, using the template provided, and submitted as an attachment to vendorusage@delaware.gov, with a copy going to the contract officer identified as your point of contact. Submitted reports shall cover the full quarter (Report due by February 28 will cover the period of October 1 – December 31.), contain accurate descriptions of the products, goods or services procured, purchasing agency information, quantities procured, and prices paid. Reports are required quarterly, including those with “no spend”. For consistency quarters shall be considered to end the last day of March, June, September and December of each calendar year. Any exception to this mandatory requirement or failure to submit complete reports, or in the format required, may result in corrective action, up to and including the possible cancellation of this Participating Addendum. Failure to provide the report with the minimum required information may also negate any extension clauses of this Participating Addendum. Additionally, if the Contractor is determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

In accordance with Executive Order 44, the State of Delaware is committed to supporting its diverse business industry and population. The Contractor will be required to accurately report on the participation by Diversity Suppliers which includes minority (MBE), woman (WBE), veteran owned business (VOBE), or service-disabled veteran owned business (SDVOBE) under this Participating Addendum. The reported data elements shall include but not be limited to; name of state contract/project, the name of the Diversity Supplier, Diversity Supplier contact information (phone, email), type of product or service provided by the Diversity Supplier and any minority, women, veteran, or service disabled veteran certifications for the subcontractor (State OSD certification, Minority Supplier Development Council, Women’s Business Enterprise Council, VetBiz.gov). The format used for Subcontracting 2nd Tier reporting is shown as Attachment B.

Accurate 2nd Tier reports shall be submitted to the contracting Agency’s Office of Supplier Diversity at vendorusage@delaware.gov no later than the 60th day (or next business day) following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September and December of each calendar year. Contract spend during the covered periods shall result in a report even if this Participating Addendum has expired by the report due date.

7. DELAWARE ECONOMIC IMPACT

Contractor shall provide an annual report of the economic impact of their operations in Delaware. This report shall be submitted by February 15th of each calendar year and shall report on the immediately prior one full calendar year of operations.

The following basic information is required under this Participating Addendum:

- a. # of Delaware Locations
- b. # of Delaware Employees
- c. Annual Taxes, licenses & Fees Paid to Delaware
 1. This may be payroll, franchise, service taxes, etc.
- d. Major Delaware Investments/ Partnerships
 1. Amount paid to Major partners or Suppliers in Delaware
 2. Highlight of Delaware MWBE, Veteran, Small Business (SBA criteria) and Disabled Veteran partnerships/ supply chain
 3. Rent to Delaware Locations or value of Delaware real property
 4. Utility Expenses paid to Delaware utilities

The report shall be submitted to contracting@delaware.gov.

8. INDEPENDENT CONTRACTORS

The Contractor is an independent contractor to one another, and nothing herein shall be deemed to cause this Participating Addendum to create an agency, partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

9. FAIR BACKGROUND CHECK PRACTICES

Pursuant to 29 Del. C. [§6909B](#), the State does not consider the criminal record, criminal history, credit history or credit score of an applicant for state employment during the initial application process unless otherwise required by state and/or federal law. Contractors doing business with the State are encouraged to adopt fair background check practices. Contractors can refer to 19 Del. C. [§711\(q\)](#) for applicable established provisions.

10. CONTRACTOR BACKGROUND CHECK REQUIREMENTS

If Contractor has access to state property or will come in contact with vulnerable populations, including children and youth, it shall complete background checks on employees serving the State's on premises contracts. Unless otherwise directed, at a minimum, this shall include a check of the following registry:

Delaware Sex Offender Central Registry at: <https://sexoffender.dsp.delaware.gov/>.

Individuals that are listed in the registry shall be prevented from direct contact in the service of this Participating Addendum but may provide support or off-site premises service for contract contractors. Should an individual be identified and the Contractor believes its employee's service does not represent a conflict with this requirement, may apply for a waiver to the primary agency listed in the solicitation. The Agency's decision to allow or deny access to any individual identified on a registry database is final and at the Agency's sole discretion.

By Agency request, the Contractor shall provide a list of all employees serving this Participating

Addendum, and certify adherence to the background check requirement. Individual(s) found in the central registry in violation of the terms stated, shall be immediately prevented from a return to state property in service of this Participating Addendum. A violation of this condition represents a violation of the terms and conditions of this Participating Addendum, and may subject the Contractor to penalty, including cancellation for cause of this Participating Addendum.

Individual Purchase Orders may require additional background checks and/or security clearance(s), depending on the nature of the services to be provided or locations accessed, but any other requirements shall be stated in the contract scope of work or be a matter of common law. The Contractor shall be responsible for the background check requirements of any authorized Subcontractor providing service to an agency pursuant to this Participating Addendum.

11. RESERVED

12. SERVICING SUBCONTRACTORS

- a. Contractor may use State-approved Subcontractors or Distributors under this Participating Addendum for sales and service functions as defined herein.
- b. Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions under this Participating Addendum, even if work is performed by Servicing Subcontractors.
- c. Contractor will be the sole point of contact with regard to Participating Addendum contractual matters, reporting and administrative requirements.
- d. For the purposes of this Participating Addendum, Servicing Subcontractors are classified as follows:
 - i. "Authorized Reseller"
 - a) Authorized Resellers may provide quotes, accept purchase orders, fulfill purchase orders, perform maintenance/warranty services and accept payment from ordering agencies for products and associated services offered under this Participating Addendum.
 - b) Authorized Resellers are responsible for sending a copy of all purchase orders and invoices to the Contractor for compliance with quarterly usage reporting and administrative requirements.
 - c) All purchase documents to Authorized Resellers shall reference this Participating Addendum Number and Cisco Systems as the Contractor.
 - ii. "Agent"
 - i. Agents are only authorized to provide quotes, sales assistance, configuration guidance and ordering support for products and associated services offered under this Participating Addendum.
 - ii. Agents are not authorized to accept orders or payments.
- e. Subject to the approval of the State, Servicing Subcontractors may be added or deleted during this Participating Addendum term.
- f. Proposed Servicing Subcontractors, as well as the Contractor, must complete the registration process at <http://esupplier.erp.delaware.gov>.
- g. State-approved Servicing Subcontractors will be posted on the [State's Contracting website](#).

13. ORDERING PROCEDURE

Contractor is required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Depending on the nature and scope

of the event, each State agency or other governmental entity shall be responsible for contacting the Contractor directly for all required resources. All consumables delivered by the Contractor and received by a State agency or other governmental entity, become the property of that State agency or entity. Orders may be accomplished by written purchase order, telephone, fax or computer on-line systems. All Purchase Orders **must** include the State's contract number.

14. BILLING

The Contractor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number. Per Del. C. [§ 6516 \(d\) \(4\)](#), the Contractor shall not charge a late fee that exceeds more than one percent (1%) per month, not to exceed twelve percent (12%) per annum. Agencies will make every effort to achieve available discount opportunities under this Participating Addendum. Contractors shall be required to report semi-annually opportunities to enhance the discounts achieved.

15. METHOD OF PAYMENT

- a. For each P.O. issued as part of this Participating Addendum, the State will pay Contractor monthly, within thirty (30) days of receipt of the Authorized Reseller's billing, the amount which is legitimately earned by the Authorized Reseller.

Final settlement for total payment to the Authorized Reseller will be made within thirty (30) days from the date of final written State acceptance of the work and services as agreed to in the P.O.

- b. No premium time for overtime will be paid without prior written State authorization. Indirect overhead cost shall not be applied to the premium portion of the overtime.
- c. The agencies or school districts using this Participating Addendum will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. The State of Delaware intends to maximize the use of the P-Card for payment for goods and services provided under this Participating Addendum. Authorized Reseller shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally, there shall be no minimum or maximum limits on any P-Card transaction under this Participating Addendum. While it is the State's intention to utilize the P-card payment method the State reserves, at its discretion, the right to pay by ACH/ ACI or check. Should the Authorized Reseller wish to provide a financial incentive to not process payment by P-Card, they are to prepare a proposal to clearly outline any incentives for alternative payment methods the Authorized Reseller is willing to accept.

16. FORMAL CONTRACT AND/OR PURCHASE ORDER

No employee of the Authorized Reseller is to begin any work prior to receipt of a State of Delaware Purchase Order signed by authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office. A purchase order, email, telephone, fax or State of Delaware's credit card shall serve as the authorization to proceed with work in accordance with the work specifications and the special instructions, once it is received by the Authorized Reseller.

17. MINIMUM WAGE RATES

Work performed under this solicitation may fall under the [State of Delaware Minimum Wage Rates](#) or the Delaware Prevailing Wage rates. Prior to issuing a purchase order, the ordering

agencies must obtain from the Department of Labor a determination if prevailing wage applies to the project and, if appropriate, what the applicable prevailing wage rates would be for the work to be performed. No work shall proceed without a determination by the Department of Labor. Request for prevailing wage certification can be found at: <http://dia.delawareworks.com/labor-law/prevailing-wage.php>

18. PREVAILING WAGE

The prevailing wage law, 29 Del. C. [§6960](#), is enforced by the Department of Labor and states that the specifications for every contract or aggregate of contracts relating to a public works project in excess of \$100,000 for new construction (including painting and decorating) or \$15,000 for alteration, repair, renovation, rehabilitation, demolition or reconstruction (including painting and decorating of building or works) to which this State or any subdivision thereof is a party and for which the State appropriated any part of the funds and which requires or involves the employment of mechanics and/or laborers shall contain a provision stating the minimum wages to be paid various classes of laborers and mechanics which shall be based upon the wages that will be determined by the Delaware Department of Labor, Division of Industrial Affairs, to be prevailing in the county in which the work is to be performed. [Prevailing Wage Determination](#)

19. DISPUTE RESOLUTION

At the option of the parties, they shall attempt in good faith to resolve any dispute arising out of or relating to this Participating Addendum promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Participating Addendum. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided evidence that is otherwise admissible or discoverable shall not be rendered inadmissible.

If the matter is not resolved by negotiation, as outlined above, or, alternatively, OMB elects to proceed directly to mediation, then the matter will proceed to mediation as set forth below. Any disputes, claims or controversies arising out of or relating to this Participating Addendum shall be submitted to mediation by a mediator selected by the parties. If the matter is not resolved through mediation, it may be submitted for arbitration or litigation. OMB reserves the right to proceed directly to arbitration or litigation without negotiation or mediation. Any such proceedings held pursuant to this provision shall be governed by Delaware law and venue shall be in Delaware. Each party shall bear its own costs of mediation, arbitration or litigation, including attorneys' fees.

20. REMEDIES

Except as otherwise provided in this solicitation, including but not limited to Section bb above, all claims, counterclaims, disputes, and other matters in question between the State of Delaware and the Contractor arising out of, or relating to, this solicitation, or a breach of it may be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Delaware.

21. TERMINATION OF INDIVIDUAL ORDERS OR PURCHASE ORDERS

As a central contract, this Participating Addendum shall include individual orders from state agencies and other entities authorized by law to procure from this Participating Addendum. The individual orders may be terminated as follows:

a. Termination for Cause

If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner his obligations, or if the Contractor violates any of the covenants, agreements, or stipulations of this Participating Addendum, the Agency shall have the right to terminate the P.O. by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor in the performance of the P.O. shall, at the option of the Agency, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the Agency.

b. Termination for Convenience

The Agency may terminate the P.O. at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the department, become its property and the Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials which are usable to the Agency.

c. Termination for Non-appropriation

In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the Purchase Order, in whole or part, the Purchase Order shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

22. TERMINATION OF PARTICIPATING ADDENDUM

As a central contract, this Participating Addendum may be terminated as follows by Government Support Services.

a. Termination for Cause

If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner its obligations under this Participating Addendum, or if the Contractor violates any of the covenants, agreements, or stipulations of this Participating Addendum, the State shall thereupon have the right to terminate this Participating Addendum by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Participating Addendum shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

On receipt of this Participating Addendum cancellation notice from the State, the Contractor shall have not less than five (5) days to provide a written response and may identify a method(s) to resolve the violation(s). The Contractor's response shall not affect or prevent this Participating Addendum cancellation unless the State provides a written acceptance of the Contractor's response. If the State does accept the Contractor's method

and/or action plan to correct the identified deficiencies, the State will define the time by which the Contractor must fulfill its corrective obligations. Final retraction of the State's termination for cause will only occur after the Contractor successfully rectifies the original violation(s). At its discretion the State may reject in writing the Contractor's proposed action plan and proceed with the original Participating Addendum cancellation timeline.

b. Termination for Convenience

The State may terminate this Participating Addendum at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.

c. Termination for Non-Appropriations

In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue this Participating Addendum, in whole or part, this Participating Addendum shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

23. PUBLICATON, REPRODUCTION AND USE OF MATERIAL

No material produced in whole or part under this Participating Addendum shall be subject to copyright in the United States or in any other country. The State shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Participating Addendum; provided, however, that the State agrees not to use any design or engineering plans prepared by the Contractor for anything other than their intended purpose under this Participating Addendum. The Contractor shall have the right to publish any and all scientific findings. Appropriate acknowledgment and credit for the State's support shall be given in the publication.

24. RIGHTS AND OBLIGATIONS

The rights and obligations of each party to this Participating Addendum shall not be effective, and no party shall be bound by the term of this Participating Addendum, unless and until a valid executed purchase order has been approved by the State of Delaware Secretary of Finance, and all reasonable procedures of the State of Delaware Department of Finance have been complied with. A separate purchase order shall be issued for every project or order.

25. ASSIGNMENT OF ANTITRUST CLAIMS

The Contractor hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, regarding the specific goods or services purchased or acquired for the State pursuant to this Participating Addendum. Upon either the State's or the Contractor notice of the filing of or reasonable likelihood of filing of an action under the antitrust laws of the United States or the State of Delaware, the State and Contractor shall meet and confer about coordination of representation in such action.

26. AUDIT ACCESS TO RECORDS

The Contractor shall maintain books, records, documents, and other evidence pertaining to

this Participating Addendum to the extent and in such detail as shall adequately reflect performance hereunder. The Contractor agrees to preserve and make available to the State, upon request, such records for a period of five (5) years from the date services were rendered by the Contractor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Contractor agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of their duties under this Participating Addendum. Upon notice given to the Contractor, representatives of the State or other duly authorized State or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Participating Addendum. The cost of any audit disallowances resulting from the examination of the Contractor's financial records will be borne by the Contractor. Reimbursement to the State for disallowances shall be drawn from the Contractor's own resources and not charged to this Participating Addendum or Purchase Order cost or cost pools indirectly charging costs.

27. IRS 1075 Publication (If Applicable)

a. Performance

In performance of this Participating Addendum, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

All work will be performed under the supervision of the Contractor or the Contractor's responsible employees.

The Contractor and the Contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.

Any Federal tax returns or Federal tax return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this Participating Addendum. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this Participating Addendum. Inspection by or disclosure to anyone other than an officer or employee of the Contractor is prohibited.

All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.

No work involving returns and return information furnished under this Participating Addendum will be subcontracted without prior written approval of the IRS.

The Contractor will maintain a list of employees authorized access. Such list will be provided to the Agency and, upon request, to the IRS reviewing office.

The Agency will have the right to void this Participating Addendum if the Contractor fails to provide the safeguards described above.

The Contractor shall comply with agency incident response policies and procedures for reporting unauthorized disclosures of agency data.

b. Criminal/Civil Sanctions

Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Participating Addendum. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this Participating Addendum. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of Contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

Granting Contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractor must maintain its authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, Contractor must be advised of the provisions of IRCs 7431, 7213, and

7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil damages for Unauthorized Disclosure). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the Contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

c. Inspection

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this Participating Addendum for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the Contractor is found to be noncompliant with contract safeguards.

28. SUBCONTRACTS

Subcontracting is permitted under this Participating Addendum. However, every known subcontractor, authorized representative or reseller shall be identified (Attachment C) and agreed to in writing by the State or as are specifically authorized in writing by the Agency during the performance of this Participating Addendum. Any substitutions in or additions to such subcontractors, associates, or consultants will be subject to the prior written approval of the State.

The Contractor shall be responsible for compliance by the subcontractor or reseller with all terms, conditions and requirements of the Master Agreement and this Participating Addendum and with all local, State and Federal Laws. The Contractor shall be liable for any noncompliance by any subcontractor or reseller. Further, nothing contained herein or in any subcontractor agreement shall be construed as creating any contractual relationship between the subcontractor and the State.

29. CONTRACTOR EMERGENCY RESPONSE POINT OF CONTACT

The Contractor shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan or in the event of a local emergency or disaster where a state governmental entity requires the services of the Contractor.

In the event of a serious emergency, pandemic or disaster outside the control of the State, the State may negotiate, as may be authorized by law, emergency performance from the Contractor to address the immediate needs of the State, even if not contemplated under the original Participating Addendum. Payments are subject to appropriation and other payment terms.

30. POTENTIAL CONTRACT OVERLAP

Contractors shall be advised that the State, at its sole discretion, shall retain the right to solicit for goods and/or services as required by its agencies and as it serves the best interest of the

State. As needs are identified, there may exist instances where contract deliverables, and/or goods or services to be solicited and subsequently awarded that overlap this Participating Addendum.

31. SUPPLEMENTAL SOLICITATION

The State reserves the right to advertise a supplemental solicitation during the term of this Participating Addendum if deemed in the best interest of the State.

32. CONFIDENTIALITY AND DATA INTEGRITY

The Department of Technology and Information is responsible for safeguarding the confidentiality and integrity of data in State computer files regardless of the source of those data or medium on which they are stored: e.g., electronic data, computer output microfilm (COM), tape, or disk. Computer programs developed to process State Agency/School District data will not be modified without the knowledge and written authorization of the Department of Technology and Information. All data generated from the original source data, shall be the property of the State of Delaware. The control of the disclosure of those data shall be retained by the State of Delaware and the Department of Technology and Information.

The Contractor is required to agree to the requirements in the CONFIDENTIALITY AND INTEGRITY OF DATA STATEMENT; Attachment D attached, and made a part of this RFP. Contractor employees, individually, may be required to sign the statement prior to beginning any work.

33. SECURITY

As computer, network, and information security are of paramount concern, the State wants to ensure that computer/network hardware and software does not compromise the security of its IT infrastructure. Therefore, the Contractor agrees that it materially complies with the Top 20 Critical Security controls located at <http://www.sans.org/critical-security-controls/>.

34. TAX EXEMPTION

- a. Material covered by this proposal is exempt from all FEDERAL and STATE TAXES. Such taxes shall not be included in prices quoted.
- b. Any material which is to be incorporated in the work or any equipment required for the work contemplated in the proposal may be consigned to the Agency. If the shipping papers show clearly that any such material is so consigned, the shipment will be exempt from the tax on the transportation of property under provisions of Section 3475 (b) of the Internal Revenue Code, as amended by Public Law 180 (78th Congress). All transportation charges shall be paid by the Contractor.

35. EQUALITY OF EMPLOYMENT OPPORTUNITY IN PUBLIC WORKS

During the performance of any contract for public works financed in whole or in part by appropriation of the State of Delaware, the Contractor agrees as follows:

- a. The Contractor, as set forth in Title 19 Delaware Code Chapter 7 section 711, will not discriminate against any employee or applicant for employment with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment without regard to their race, marital status, genetic information, color, age,

religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeships. The Contractor agrees to post in conspicuous places, notices to be provided by the Agency setting forth the provisions of this non-discrimination clause.

b. During the performance of this Participating Addendum, the Contractor agrees as follows:

1. The Contractor, as set forth in Title 19 Delaware Code Chapter 7 section 711, will not discriminate against any individual with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take positive steps to ensure that applicants are employed and that employees are treated during employment without regard to their race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: 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. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the Agency setting forth this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin."

c. The term "contractor for public works" means construction, reconstruction, demolition, alteration, and/or repair work, maintenance work, and paid for in whole or in part out of the funds of a public body except work performed under a vocational rehabilitation program. The manufacture or furnishing of materials, articles, supplies or equipment is not a public work within the meaning of this subsection unless conducted in connection with and at the site of the public work.

36. DOCUMENT EXECUTION

The State of Delaware requires completion of the [Delaware Substitute Form W-9](#) to make payments to Authorized Reseller. Successful completion of this form enables the creation of a State of Delaware vendor record. The Taxpayer ID (SSN or EIN) and Applicant (contractor) name are submitted to the Internal Revenue Service for "matching." If the Taxpayer ID and name do not match, the vendor record cannot be approved.

It is the applicant's responsibility to select the appropriate 1099 Withholding Type and Class. If incorporated, a business is not subject to 1099 reporting unless the business is providing legal or medical services.

37. PRIMARY CONTACTS

The primary government contact individuals for this Addendum are as follows (or their named successors):

Lead State

Contact: Solomon Kingston
Address: 3150 State Office Bldg, 450 N. State Street
Salt Lake City, UT 84114
Phone: 801-538-3228
Email: skingston@utah.gov

Contractor

Contact: Gigi Feril
Address: 170 W. Tasman Drive, San Jose, CA 95134
Phone: 408-424-0712
Fax: 408-608-1729
Email: nvp-help@cisco.com

Participating State - Delaware, Government Support Services

Contact: Necia Beck
Address: 100 Enterprise Place, Suite # 4, Dover, DE 19904-8202
Phone: 302-857-4552
Fax: 302-739-3779
Email: necia.beck@delaware.gov

38. CONTRACT NUMBER

The contract number for the State of Delaware is: GSS20579-DATACOMM

This Participating Addendum and the Master Price Agreement, Number #AR3227, (administered by the State of Utah) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Contract, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Contract and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Contract and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

39. LEASE AGREEMENTS AND ALTERNATIVE FINANCING METHODS

Contractor's Master Agreement which allows for leasing under Section 45 is approved for use by the Participating State. The terms and conditions of the capital lease or 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.

40. SUBCONTRACTORS

All contractors, dealers, and resellers authorized in the State of Delaware, 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 Authorized Resellers participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

All Contractor's Authorized Resellers, as defined in the Master Agreement, authorized in the State of Delaware, as shown on the dedicated Contractor's (cooperative contract) website, are approved to provide sales and service support to Participating Entities, e.g. for direct order taking, processing, fulfillment or provisioning. The Authorized Resellers' 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 Authorized Resellers at any time during the term of this Participating Addendum. Contractor may designate a minimum or maximum number of Fulfilment Partners to provide sales and services support. Contractor, in its sole discretion, is not required to add Authorized Resellers. Notwithstanding the foregoing, Contractor may remove, at its sole discretion, upon ten (10) business days advance written notice, any Authorized Reseller who does not meet Contractor's established qualifying criteria, or where the addition of the Authorized Reseller would violate any state or federal law or regulation

41. 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 Authorized Resellers or through Contractor (only on an as-needed basis) for products or services as authorized under this Participating Addendum. Only those Authorized Resellers 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 Authorized Reseller's participation or ability to quote pricing for a Customer. The approved Authorized Resellers will not offer less favorable pricing discounts than the contract discounts established by Contractor under the Master Agreement. However, the Authorized Reseller 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 Authorized Reseller 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.

42. TERM

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.

43. 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.

44. 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.

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

State of Delaware

By: _____

Name: Peter Korolyk

Title: Deputy Director, GSS

Date: 5/24/2021

Contractor: _____

Cisco Systems, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Jenn Pate

Authorized Signatory

May 17, 2021

APPROVED BY LEGAL

SAMPLE REPORT - FOR ILLUSTRATION PURPOSES ONLY

State of Delaware																	
Subcontracting (2nd tier) Quarterly Report																	
Prime Name:							Report Start Date:										
Contract Name/Number							Report End Date:										
Contact Name:							Today's Date:										
Contact Phone:							*Minimum Required		Requested detail								
Vend or Name *	Vend or TaxID*	Contra ct Name/ Numbe r*	Vend or Conta ct Name *	Vend or Conta ct Phon e*	Repo rt Start Date *	Repo rt End Date *	Amount Paid to Subcontrac tor*	Work Performed by Subcontra ctor UNSPSC	M/WB E Certifyi ng Agency	Veteran/Ser vice Disabled Veteran Certifying Agency	2nd tier Suppli er Name	2nd tier Suppli er Addre ss	2nd tier Suppli er Phone Numb er	2nd tier Suppli er email	Descript ion of Work Perform ed	2nd tier Suppli er Tax Id	Dat e Pai d

Note: A copy of the Subcontracting Quarterly Report will be sent by electronic mail to the Awarded Contractor.

Completed reports shall be saved in an Excel format, and submitted to the following email address: vendorusage@delaware.gov.

Attachment C
SUBCONTRACTOR INFORMATION FORM

PART I – STATEMENT BY CONTRACTOR		
1. CONTRACT NO. GSS20579-DATACOMM DATA COMMUNICATIONS, PRODUCTS AND SERVICES	2. Proposing Vendor Name:	3. Mailing Address
4. SUBCONTRACTOR		
a. NAME	4c. Company OSD Classification: Certification Number: _____	
b. Mailing Address:	4d. Women Business Enterprise No ☐ Yes ☐ No 4e. Minority Business Enterprise No ☐ Yes ☐ No 4f. Disadvantaged Business Enterprise No ☐ Yes ☐ No 4g. Veteran Owned Business Enterprise No ☐ Yes ☐ No 4h. Service Disabled Veteran Owned Business Enterprise No ☐ Yes ☐ No	
5. DESCRIPTION OF WORK BY SUBCONTRACTOR		
6a. NAME OF PERSON SIGNING	7. BY (Signature)	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR		
9a. NAME OF PERSON SIGNING	10. BY (Signature)	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

*** Use a separate form for each subcontractor**



DEPARTMENT OF TECHNOLOGY AND INFORMATION

William Penn Building
801 Silver Lake Boulevard
Dover, Delaware 19904-2407

CONFIDENTIALITY (NON-DISCLOSURE) AND INTEGRITY OF DATA AGREEMENT

The Department of Technology and Information is responsible for safeguarding the confidentiality and integrity of data in State computer files regardless of the source of those data or medium on which they are stored; e.g., electronic data, computer output microfilm (COM), tape, or disk. All data generated from the original source data, shall be the property of the State of Delaware. The control of the disclosure of those data shall be retained by the State of Delaware and the Department of Technology and Information.

Cisco Systems, Inc. ("Cisco") agrees that when performing work for the Department of Technology and Information, Cisco understands that it acts as an extension of DTI and therefore is responsible for safeguarding the States' data and computer files as indicated above. Cisco will not use, disclose, or modify State data or State computer files without the written knowledge and written authorization of DTI except as required by applicable law. Furthermore, Cisco will take all necessary precautions to prevent unauthorized use, disclosure, or modification of State computer files, and Cisco should alert my DIT of any situation which might result in, or create the appearance of, unauthorized use, disclosure or modification of State data.

Penalty for unauthorized use, unauthorized modification of data files, or disclosure of any confidential information may mean prosecution under applicable State or Federal law.

This statement applies to the undersigned Contractor and to any others working under the Contractor's direction.

I, the Undersigned, hereby affirm that I have read DTI's Policy on Confidentiality (Non-Disclosure) and Integrity of Data and understood the terms of the above Confidentiality (Non-Disclosure) and Integrity of Data Agreement, and that I/we agree to abide by the terms above.

Contractor Signature 
Title: Authorized Signatory
Date: May 17, 2021
Contractor Name: Cisco Systems, Inc.

APPROVED BY LEGAL

My Marketplace Document Submission

Agency Contact: NECIA BECK
Phone Number: 302-857-4552
Email Address: Necia.beck@delaware.gov

Vendor Information

A separate form must be completed for AGREEMENT vendor and authorized resellers/dealers for AGREEMENT vendor. YELLOW fields are MANDATORY, GREEN are if applicable.

Contract Title: DATA COMMUNICATIONS, PRODUCTS AND SERVICES
Contract Number: GSS20579-DATACOMM

Vendor/Company Name:

DBA (if applicable):

Address 1:

Address 2:

City:

State:

Zip Code:

Website:

* The identified information will be provided by State of Delaware agency.

* FSF Vendor Identification Number:

* Vendor Contract Number:

(for Cooperative Type contracts)

* M/WBE Certified: ☐ Yes

☐ No

* Vets/SDV Certified: ☐ Yes ☐ No

* Delaware Vendor: ☐ Yes

☐ No

PRIMARY CONTACT

Contact Name:

Phone Number: (xxx-xxx-xxxx, Ext. xxxx)

Secondary Phone: (xxx-xxx-xxxx, Ext. xxxx)

Fax Number: (xxx-xxx-xxxx)

Cell Number: (xxx-xxx-xxxx)

Email Address:

SECONDARY CONTACT

Contact Name:

Phone Number: (xxx-xxx-xxxx, Ext. xxxx)

Secondary Phone: (xxx-xxx-xxxx, Ext. xxxx)

Fax Number: (xxx-xxx-xxxx)

Cell Number: (xxx-xxx-xxxx)

Email Address:

Please enter contract specific keywords in the space provided below. The keywords will identify the products, goods or services your company provides under the intended state contract. This information will be used to make your contract award visible in the State of Delaware eMarketplace system and allow users to search and find your contract award.

Contract Keywords:

Your keyword total input is limited to 1000 characters (including the single space required between individual words). The space above will expand to accept the larger available field as data is entered.

For example a plumbing supply house may include the following keywords:
plumbing sink toilet valve faucet

Contractors are responsible for providing the keyword information, but review and final acceptance will be subject to the sole discretion of the State. Any and all inappropriate words, phrases and/or expansion of contract scope outside the intended award will be removed.

As part of the vendor registration process, if you are not already supplying goods/services to the State of Delaware or its agencies, you MUST complete a Substitute W-9, which can be found at the following site:

<https://w9.accounting.delaware.gov/W9form.aspx>

Completion of Substitute W-9 form (date):

Federal Tax ID#:



**The Office of Supplier Diversity (OSD) has moved to the
Division of Small Business (DSB)**

Supplier Diversity Applications can be found here:

<https://gss.omb.delaware.gov/osd/>

Completed Applications can be emailed to: OSD@Delaware.gov

For more information, please send an email to OSD:

OSD@Delaware.gov or call 302-577-8477

Self-Register to receive business development information here:

<http://directory.osd.gss.omb.delaware.gov/self-registration.shtml>

New Address for OSD:

Office of Supplier Diversity (OSD)
State of Delaware
Division of Small Business
820 N. French Street, 10th Floor
Wilmington, DE 19801

Telephone: 302-577-8477 Fax: 302-736-7915

Email: OSD@Delaware.gov

Web site: <https://gss.omb.delaware.gov/osd/>

Dover address for the Division of Small Business

Local applicants may drop off applications here:

Division of Small Business
99 Kings Highway
Dover, DE 19901
Phone: 302-739-4271

Submission of a completed Office of Supplier Diversity (OSD) application is optional and does not influence the outcome of any award decision.



STATE OF DELAWARE
DEPARTMENT OF TECHNOLOGY AND INFORMATION
801 Silver Lake Blvd., Dover, Delaware 19904

DELAWARE CLOUD SERVICES TERMS AND CONDITIONS AGREEMENT

PUBLIC AND NON-PUBLIC DATA OWNED BY THE STATE OF DELAWARE

Contract # GSS20579-DATACOMM DATA COMMUNICATIONS, PRODUCTS AND SERVICES, **Appendix 1**

between State of Delaware and Cisco Systems, Inc.

	Public Data	Non Public Data	Cloud Services (CS) Terms
			PROVIDER must satisfy Clause CS1-A OR Clauses CS1-B and CS1-C, AND Clause CS4 for all engagements involving non-public data. Clause CS2 is mandatory for all engagements involving non-public data. Clause CS3 is only mandatory for SaaS or PaaS engagements involving non-public data.
CS1-A		✓	Security Standard Compliance Certifications: The PROVIDER shall provide the State with information to enable the State to procure products and services that meet, and provide proof of, one or more of the following Security Certifications. • CSA STAR – Cloud Security Alliance – Security, Trust & Assurance Registry (Level Two or higher) • FedRAMP - Federal Risk and Authorization Management Program
CS1-B		✓	Background Checks: The PROVIDER must warrant that they will only assign employees and subcontractors who have passed PROVIDER's criminal background checks. Provider's criminal background checks shall include misdemeanor and felony convictions covering the last 7 years from the time of background check initiation to the extent permitted by local law. All background checks are reviewed by PROVIDER individually and potential disqualifications are investigated on a case-by-case basis. In evaluating whether to disqualify a candidate based on a criminal conviction, PROVIDER shall consider factors such as the nature and gravity of the offense, then nature of the position in question, and the time that has passed since the offense or completion of any sentence. The PROVIDER shall promote and maintain an awareness of the importance of securing the State's information among the Service Provider's employees and agents. Failure to obtain and maintain, during the period of employment of its employees or longer pursuant to PROVIDER's data retention processes, records of the criminal background check performed may be deemed a material breach of the contract and grounds for immediate termination and denial of further work with the State of Delaware.
CS1-C		✓	Sub-contractor Flowdown: The PROVIDER shall be responsible for ensuring its subcontractors' compliance with the security requirements stated herein.

CS2		✓	Breach Notification and Recovery: The PROVIDER must notify the State of Delaware at: esecurity@delaware.gov immediately, but no later than within 48 hours of PROVIDER's confirmation of any incident resulting in the destruction, loss, unauthorized disclosure, or alteration of State of Delaware data. If data is not encrypted (see CS3, below), Delaware Code (6 Del. C. §12B-100 et seq.) requires public breach notification of any incident resulting in the loss or unauthorized disclosure of Delawareans' Personally Identifiable Information (PII, as defined in Delaware's <i>Terms and Conditions Governing Cloud Services</i> policy) by PROVIDER or its subcontractors. The PROVIDER will provide notification to persons whose information was breached without unreasonable delay but not later than 60 days after determination of the breach, except 1) when a shorter time is required under federal law; 2) when law enforcement requests a delay; 3) when reasonable diligence did not identify certain residents, in which case notice will be delivered as soon as practicable. All such communication shall be coordinated with the State of Delaware. Should the PROVIDER or its contractors be liable for the breach, the PROVIDER shall pay directly all reasonable and actual costs associated with investigation, response, and recovery from the breach. This may include credit monitoring services with a term of at least three (3) years, mailing costs, website, and toll-free telephone call center services. The State of Delaware shall not agree to any limitation on liability that relieves the PROVIDER or its subcontractors from its own negligence, or to the extent that it creates an obligation on the part of the State to hold a PROVIDER harmless.
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between State of Delaware and Cisco Systems, Inc.

	Public Data	Non Public Data	Cloud Services (CS) Terms
			PROVIDER must satisfy Clause CS1-A OR Clauses CS1-B and CS1-C, AND Clause CS4 for all engagements involving non-public data. Clause CS2 is mandatory for all engagements involving non-public data. Clause CS3 is only mandatory for SaaS or PaaS engagements involving non-public data.
CS3		✓	Data Encryption: The PROVIDER shall provide the State with information to enable the State to procure products and services that encrypt all non-public data in transit, regardless of transit mechanism. For engagements where the PROVIDER stores Personally Identifiable Information (PII) or other sensitive, confidential information, it shall provide the State with information to enable the State to procure products and service that encrypt this non-public data at rest. Notwithstanding anything to the contrary herein, Provider shall encrypt all Customer Content, both in transit and at rest, as such term is defined in the Customer Content Data Brief available at https://trustportal.cisco.com attached to this document. When applicable, the PROVIDER's encryption shall meet validated cryptography standards as specified by the National Institute of Standards and Technology in FIPS140-2 and subsequent security requirements guidelines. When applicable, the PROVIDER and State of Delaware will negotiate mutually acceptable key location and key management details. Should the PROVIDER not be able to provide encryption at rest of Customer Content, it must maintain cyber security liability insurance coverage for the duration of the contract. Coverage must meet the State of Delaware's standard in accordance with the <i>Terms and Conditions Governing Cloud Services</i> policy.
CS4	✓	✓	Notification of Legal Requests: The PROVIDER shall contact the State of Delaware upon receipt of any electronic discovery, litigation holds, discovery searches, and expert testimonies related to, or which in any way might reasonably require access to the data of the State, pursuant to PROVIDER's Principled Approach to Government Requests for Data available at https://www.cisco.com/c/dam/en_us/about/doing_business/trust-center/docs/cisco-principled-approach-to-government-requests-for-data.pdf and attached to this document. With regard to State of Delaware data and processes, the PROVIDER shall not respond to subpoenas, service of process, and other legal requests without first notifying the State unless prohibited by law from providing such notice, pursuant to PROVIDER's Principled Approach to Government Requests for Data.



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DELAWARE CLOUD SERVICES TERMS AND CONDITIONS AGREEMENT

Contract # GSS20579-DATACOMM DATA COMMUNICATIONS, PRODUCTS AND SERVICES, **Appendix 1**
between State of Delaware and Cisco Systems, Inc.

The terms of this Agreement shall be incorporated into the aforementioned contract. Any conflict between this Agreement and the aforementioned contract shall be resolved by giving priority to this Agreement. By signing this Agreement, the PROVIDER agrees to abide by the following applicable Terms and Conditions :

FOR OFFICIAL	☐ CS4 (Public Data)	
USE ONLY	☐ CS1-A and CS4 (Non-Public Data) OR	☒ CS1-B and CS1-C and CS4 (Non-Public Data)
	☒ CS2 (Non-public Data)	☒ CS3 (SaaS, PaaS—Non-public Data)

PROVIDER Name/Address (*print*): Cisco Systems, Inc.

170 West Tasman Drive, San Jose, CA 95134

PROVIDER Authorizing Official Name (*print*): Jenn Pate

PROVIDER Authorizing Official Signature:  Date: May 17, 2021

APPROVED BY LEGAL



STATE OF DELAWARE
DEPARTMENT OF TECHNOLOGY AND INFORMATION
801 Silver Lake Blvd., Dover, Delaware 19904

DELAWARE DATA USAGE TERMS AND CONDITIONS AGREEMENT

PUBLIC AND NON-PUBLIC DATA OWNED BY THE STATE OF DELAWARE

Contract # GSS20579-DATACOMM DATA COMMUNICATIONS, PRODUCTS AND SERVICES, **Appendix 2**

between State of Delaware and Cisco Systems, Inc.

	Public Data	Non Public Data		DATA USAGE (DU) TERMS
DU1	✓	✓	Data Ownership	The State of Delaware shall own all right, title and interest in its data that is related to the services provided by this contract. The PROVIDER shall not access State of Delaware user accounts, or State of Delaware data, except (i) in the course of data center operations, (ii) response to service or technical issues, (iii) as required by the express terms of this contract, or (iv) at State of Delaware's written request. All information provided or uploaded by the State of Delaware under this contract shall become and remain property of the State of Delaware. The foregoing shall not apply to Systems Information as such term is defined in the Systems Information Data Brief included with this agreement.
DU2	✓	✓	Data Usage	PROVIDER shall comply with the following conditions. At no time will any information, belonging to or intended for the State of Delaware, be copied, disclosed, or retained by PROVIDER or any party related to PROVIDER for subsequent use in any transaction other than for the benefit of the State. The PROVIDER will take reasonable steps to limit the use of, or disclosure of, and requests for, confidential State data to the minimum necessary to accomplish the intended purpose under this agreement. PROVIDER may not use any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service. The foregoing paragraph shall not apply to Systems information, pursuant to the Systems Information Data Brief. Protection of Personally Identifiable Information (PII, as defined in the State's <i>Terms & Conditions Governing Cloud Services</i> policy), privacy, and sensitive data shall be an integral part of the business activities of the PROVIDER to ensure that there is no inappropriate or unauthorized use of State of Delaware information at any time. The PROVIDER shall implement measures designed to safeguard the confidentiality, integrity, and availability of State information. Only duly authorized PROVIDER staff will have access to the State of Delaware data and may be required to obtain security clearance from the State. No party related to the PROVIDER may retain any data for subsequent use in any transaction that has not been expressly authorized by the State of Delaware.



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Contract # GSS20579-DATACOMM DATA COMMUNICATIONS, PRODUCTS AND SERVICES, **Appendix 2**

between State of Delaware and Cisco Systems, Inc.

	Public Data	Non Public Data		DATA USAGE (DU) TERMS
DU3	✓	✓	Termination and Suspension of Service	In the event of termination of the contract, the PROVIDER shall implement an orderly return (in CSV or XML or another mutually agreeable format), or shall guarantee secure disposal of State of Delaware data. The foregoing shall not apply to Systems Information. <i>Suspension of services:</i> During any period of suspension or contract negotiation or disputes, the PROVIDER shall not take any action to intentionally alter, erase, or otherwise render inaccessible any State of Delaware data. <i>Termination of any services or agreement in entirety:</i> In the event of termination of any services or agreement in entirety, the PROVIDER shall not take any action to intentionally alter, erase, or otherwise render inaccessible any State of Delaware data after the effective date of the termination, other than pursuant to its standard data retention timeframes. PROVIDER shall provide the State with information to enable the State to procure products and services that retain State of Delaware data for a period of 90 days after the effective date of the termination. For such products or services, within this 90-day timeframe, PROVIDER will continue to secure and back up State of Delaware data covered under the contract. After such 90-day period, the PROVIDER shall have no obligation to maintain or provide any such State of Delaware data. Thereafter, unless legally prohibited, the PROVIDER shall dispose securely of all State of Delaware data in its systems or otherwise in its possession or control, as specified herein. The foregoing paragraph shall not apply to Systems Information Post-Termination Assistance: The State of Delaware shall be entitled to any post-termination assistance generally made available with respect to the Services unless a unique data retrieval arrangement has been established as part of the Service Level Agreement.



DELAWARE DATA USAGE TERMS AND CONDITIONS AGREEMENT

DU4	v	Data Disposition	At the end of this engagement, PROVIDER will account for and return all State data in all of its forms, disk, CD / DVD, tape, paper, for example. At no time shall any such data or processes that either belong to or are intended for the use of State of Delaware or its officers, agents, or employees, be copied, disclosed, or retained by the PROVIDER other than for the benefit of the State. When required by the State of Delaware, the PROVIDER shall destroy all requested data in all of its forms (e.g., disk, CD/DVD, backup tape, paper). Data shall be permanently deleted, and shall not be recoverable, in accordance with National Institute of Standards and Technology (NIST) approved methods. Upon written request, the PROVIDER shall provide written <u>certificates of destruction</u> to the State of Delaware. The foregoing paragraphs shall not apply to Systems Information.
DU5	v	Data Location	The PROVIDER shall provide the State with information to enable the State to procure products and services that do not store, process, or transfer any non-public State of Delaware data outside of the United States, including for back-up and disaster recovery purposes. Specifically regarding Customer Content, as such term is defined in the Customer Content Data Brief available at <u>https://trustportal.cisco.com/</u>, the PROVIDER shall not store, process, or transfer any such data outside of the United States, including for back-up or disaster recovery purposes. The PROVIDER may permit its personnel and subcontractors offshore access to the data, as long as the data remains onshore.
DU6	v	Breach Notification and Recovery	The PROVIDER must notify the State of Delaware at <u>esecurity@delaware.gov</u> immediately, but no later than within 48 hours of PROVIDER/s confirmation of any incident resulting in the unauthorized destruction, loss, unauthorized disclosure, or unauthorized alteration of State of Delaware data. If data is not encrypted (see DU7, below), Delaware Code (6 Del. C. §12B-100 et seq.) requires public breach notification of any incident resulting in the loss or unauthorized disclosure of Delawareans' Personally Identifiable Information (PII, as defined in Delaware's <i>Terms and Conditions Governing Cloud Services</i> policy) by PROVIDER or its subcontractors. The PROVIDER will provide notification to persons whose information was breached without unreasonable delay but not later than 60 days after determination of the breach, except 1) when a shorter time is required under federal law; 2) when law enforcement requests a delay; 3) when reasonable diligence did not identify certain residents, in which case notice will be delivered as soon as practicable. All such communication shall be coordinated with the State of Delaware. Should the PROVIDER or its contractors be liable for the breach, to the extent PROVIDER or its contractors are liable the PROVIDER shall pay directly all reasonable and actual costs associated with investigation, response, and recovery from the breach. This may include, credit monitoring services with a term of at least three (3) years, mailing costs, website, and toll-free telephone call center services. The State of Delaware shall not agree to any limitation on liability that relieves the PROVIDER or its subcontractors from its own negligence, or to the extent that it creates an obligation on the part of the State to hold a PROVIDER harmless.



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Contract # GSS20579-DATACOMM DATA COMMUNICATIONS, PRODUCTS AND SERVICES, **Appendix 2**

between State of Delaware and Cisco Systems, Inc.

	Public Data	Non Public Data		DATA USAGE (DU) TERMS
DU7		✓	Data Encryption	The PROVIDER shall provide the State with information to enable the State to procure products and services that encrypt all non-public data in transit, regardless of transit mechanism. For engagements where the PROVIDER stores Personally Identifiable Information (PII) or other sensitive, confidential information, it shall provide the State with information to enable the State to procure products and services that encrypt this non- public data at rest. Notwithstanding anything to the contrary herein, PROVIDER shall encrypt all Customer Content, both in transit and at rest, as such term is defined in the Customer Content Data Brief included with this agreement. When applicable, the PROVIDER's encryption shall meet validated cryptography standards as specified by the National Institute of Standards and Technology in FIPS140-2 and subsequent security requirements guidelines. When applicable, the PROVIDER and State of Delaware will negotiate mutually acceptable key location and key management details. Should the PROVIDER not be able to provide encryption at rest of Customer Content, it must maintain cyber security liability insurance coverage for the duration of the contract. Coverage must meet the State of Delaware's standard in accordance with the <i>Terms and Conditions Governing Cloud Services</i> policy.

The terms of this Agreement shall be incorporated into the aforementioned contract. Any conflict between this Agreement and the aforementioned contract shall be resolved by giving priority to this Agreement. By signing this Agreement, the PROVIDER agrees to abide by the following applicable Terms and Conditions [check one]:

FOR OFFICIAL USE ONLY ☐ DU 1 - DU 3 (Public Data Only) OR ☒ DU 1 - DU 7 (Non-public Data)

PROVIDER Name/Address (print): Cisco Systems, Inc.

170 West Tasman Drive, San Jose, CA 95134

PROVIDER Authorizing Official Name (print): Jenn Pate

PROVIDER Authorizing Official Signature:  Date: May 17, 2021

Form Date: 6/18/2018

APPROVED BY LEGAL