



STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT # **6**

CONTRACT # **AR233 - WESTERN STATES CONTRACTING ALLIANCE (WSCA)
CISCO NETWORKING COMMUNICATIONS & MAINTENANCE
MASTER AGREEMENT ("Contract")**

Original Starting Date: **10/01/07**

Amended Expiration Date : **05/31/2012**

TO BE ATTACHED AND MADE PART OF the specified Contract by and between the State of Utah Division of Purchasing and

CISCO SYSTEMS, INC
(Referred to as CONTRACTOR)

BOTH PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

Effective Date of Amendment: **Date of last signature, below.**

The contract is amended to:

Incorporate Cisco WebEx Products and Services offerings, the sale of which is solely governed by the terms set forth in this Amendment # 6, which is attached hereto and expressly incorporated by reference.

Please provide the following contact information.

	Name	Phone Number	Email Address
General Contact	Mimi Nguyen	1 408 527 2627	mimnguye@cisco.com
Sales Contact	Greg Semler	1.408.894.7116	gsemler@cisco.com
Quarterly Report Contact	Angelene Feril	1.408.894.7856	aferil@cisco.com

All other terms and conditions in the original contract remain the same.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

STATE OF UTAH

Contractor's Signature _____ Date **2/10/2011**

Kent Beers **2/16/11**
Kent Beers, Director
State of Utah Division of Purchasing

Contractor's Name (Print) _____
GEORGE LI

Title (Print) _____
SR DIRECTOR, FINANCE

Purchasing Agent	Phone #	e-mail	Fax #
Debbie Gundersen	(801) 538-3150	dgundersen@utah.gov	(801) 538-3882

AMENDMENT #6

TO

AR-233 - WESTERN STATES CONTRACTING ALLIANCE (WSCA) CISCO NETWORKING COMMUNICATIONS & MAINTENANCE MASTER AGREEMENT ("AR-233" or "Prime Contract")

WebEx Products and Services Add

This Amendment #6 ("Amendment") to AR-233 is entered into by and between Cisco Systems, Inc. with its principal place of business at 170 Tasman Drive, San Jose, CA 95134 ("Cisco" or "Contractor") and the Division of Purchasing and General Services, an agency of the State of Utah ("State"), acting for itself and as the lead state on behalf of the *Western States Contracting Alliance* ("WSCA"), with its principal place of business at 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 (collectively, the "Parties") for good and valuable consideration, the mutual receipt of which is hereby acknowledged by the Parties. Capitalized terms shall have the meanings as defined in this Amendment, or if none, then as defined in the Prime Contract.

1. Scope

The scope of the Prime Contract (also referred to as the "WSCA Master Agreement") is amended to add the service offerings of Cisco WebEx LLC, a wholly owned subsidiary of Cisco Systems, Inc. ("WE" or "WebEx") as listed and priced in the attached Exhibit #A, entitled "WE List Price & WSCA Discount" ("WE Pricebook" and, as to services, the "WE Services," or "WebEx Services").

2. Prime Contract Incorporation

WE Services sold under AR-233 are exclusively governed by the terms set forth in this Amendment. The Prime Contract Attachments A, B and C (as amended) are incorporated by reference into this Amendment and apply to the sale of WE Services, subject to the following additions, modifications and exclusions:

AR-233 - Attachment A

A. Section E.1 is modified to include the following discount:

<u>WE Services</u>	5% off WE List Price
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B. Sections E.2 through E.4 are deleted and replaced with the support provisions set forth in Exhibit B, for purposes of support services available with the purchase of WE Services.

AR-233 - Attachment B

A. Section 1.2 is deleted in its entirety and replaced with the following:

i. "Contractor" shall mean Cisco WebEx LLC, a wholly owned subsidiary of Cisco Systems, Inc.

B. Section 1.5 is deleted as inapplicable.

C. Section 1.11 is deleted as inapplicable.

D. Section 1.14 is deleted in its entirety and replaced with the following:

"Services" shall mean those services within the scope of <http://contractdocuments.webex.com/WBS.html> and WebEx professional and/or consulting services ("WE Professional Services"). WE Professional Services are subject to the terms of service set forth in Attachment D of the Prime Contract.

E. Section 1.16 is deleted as inapplicable.

F. Section 5 is deleted as inapplicable.

G. Section 12.1 is deleted in its entirety and replaced with the following:

- i. Term of Purchase Orders. During the Prime Contract term, the "Initial Term" of a Purchase Order will be for the number of months set forth on the Purchase Order, commencing on the date the Service is available for use by Purchaser. Each "Renewal Term" will automatically begin at the end of the preceding (Initial or Renewal) Term and continue for the number of months set forth on the Purchase Order; provided however that no Renewal Term may commence after the expiration or termination date of the Prime Contract.
- ii. Termination of Purchase Orders. Either party may terminate any Purchase Order at the end of any (Initial or Renewal) Term by providing the other party written notice of termination at least thirty (30) days prior to the end of such term.
- iii. Term of Amendment. This Amendment will commence on the Effective Date and shall continue for a period ending on the Termination Date of the Prime Contract.

H. Section 12.2 is deleted in its entirety and replaced with the following:

- i. Either party may terminate any Purchase Order at the end of any (Initial or Renewal) Term by providing the other party written notice of termination at least thirty (30) days prior to the end of such term, unless such Purchase Order has previously expired due to termination or expiration of the Prime Contract. Upon termination of the Prime Contract, Purchaser must cease use of the Services and return any associate software in its possession and control.

I. Section 15 (Conflict of Terms) is not applicable to WE Purchase Orders placed under this Amendment. In the event of any conflict, the order of precedence for WE Purchase Orders placed under this Amendment shall be resolved as follows:

- a. WSCA Participating Addendum (for the State in which the Purchase Order is placed);
- b. This Amendment; and
- c. The Prime Contract.

J. Section 20 is deleted in its entirety.

K. Sections 21.1 and 21.2 are both deleted in their entirety and replaced with the following:

a. CONTRACTOR WARRANTS THAT THE SERVICES WILL PERFORM SUBSTANTIALLY IN ACCORDANCE WITH THE APPLICABLE SERVICE DESCRIPTION. IN THE EVENT OF A BREACH OF THE FOREGOING WARRANTY, CONTRACTOR'S SOLE AND EXCLUSIVE OBLIGATION AND LIABILITY AND A PARTICIPATING STATE'S SOLE AND EXCLUSIVE REMEDY WILL BE FOR CONTRACTOR TO MAKE COMMERCIALY REASONABLE EFFORTS TO CORRECT ANY NON-CONFORMANCE OR, IF CONTRACTOR IS UNABLE TO DO SO WITHIN A REASONABLE TIME, TO PROVIDE THE PARTICIPATING STATE A REFUND FOR ANY FEES PAID FOR SERVICES FROM WHICH THE PARTICIPATING STATE DID NOT RECEIVE BENEFICIAL USE BECAUSE THE SERVICES FAILED TO COMPLY WITH THIS WARRANTY. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, WEBEX'S SERVICES, AND ANY CONTRACTOR SOFTWARE, ARE PROVIDED "AS IS" AND "AS AVAILABLE." CONTRACTOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND,

EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. CONTRACTOR MAKES NO OTHER WARRANTY OR REPRESENTATION REGARDING CONTRACTOR'S SERVICES, ANY INFORMATION, MATERIALS, GOODS OR SERVICES OBTAINED THROUGH CONTRACTOR'S SERVICES OR WEBSITE, OR THAT CONTRACTOR'S SERVICES WILL MEET ANY USER REQUIREMENTS, OR BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. USE OF CONTRACTOR'S SERVICES AND WEBSITE ARE AT USER'S SOLE RISK. THE PARTICIPATING STATE WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO THE PARTICIPATING STATE OR ITS USERS RESULTING FROM THE USE OF SUCH SERVICES OR WEBSITE.

- L. Section 26 is deleted in its entirety as inapplicable.

AR-233 - Attachment C

- A. Section 1 is deleted in its entirety as inapplicable.
- B. Section 2.1 is deleted in its entirety and replaced with the following:

"Prices for Services are those specified in WE's then-current Global Price List, less the applicable discounts ("Price Discounts") are specified in this Attachment 6, Exhibit A."

- C. Section 2.3 is deleted in its entirety and replaced with the following:

"WE may change its U.S. List Prices for the Services at any time and shall announce such price changes by issuance of a revised Price List (including via electronic posting) or other announcement of price change. Purchase Orders received before the date of price change announcement(s) to WE's Global Price List and those received within thirty (30) days thereafter, will be invoiced to Purchaser without regard to the price change, provided however, price decreases will be effective for all Purchase Orders accepted by WE after the date of issuance or announcement of revised prices."

- D. Section 3.4 is deleted in its entirety as inapplicable.
- E. Section 3.5 is revised such that the noted URL is replaced with the following:
<http://contractdocuments.webex.com/WBS.html>.
- F. Section 4 is deleted in its entirety as inapplicable.

3. Additional Requirements

The following additional requirements are specific to the Services.

- A. **Purchaser Site Set Up.** Initially, Contractor will set up a web site that does not include the Purchaser's corporate logos, page headers or colors ("General Site"). Contractor then will set-up a site for use by Purchaser that incorporates Purchaser's corporate logos, page headers and colors (the "Purchaser Site"). The General Site will be available until Purchaser and Contractor have completed their obligations to create the Purchaser Site. Purchaser will supply the links and branding information and materials necessary for Contractor to create the Purchaser Site. Contractor expects that the Purchaser Site will be available by the Anticipated Start Date set forth on the Purchase Order, provided Purchaser has provided materials in a timely fashion. Contractor will make minor changes to the Purchaser Site, such as fixing and changing links, at no additional cost. A fee, set forth in the Purchase Order, will be charged for more extensive changes.
- B. **Fee Adjustments.** Contractor may, upon at least forty five (45) days prior written notice and effective at the end of the then-current (Initial or Renewal) Term (defined below), adjust the fees paid by Purchaser for the Services, provided that Purchaser shall have the option, within thirty (30) days of receiving such notice from Contractor, to either (i) modify the quantity or type of Services utilized by Purchaser by a mutual written amendment between the parties, or (ii) terminate the affected Orders upon written notice, either of which will become effective at the beginning of the next Renewal Term.

C. Use of Purchaser Name.

i. Purchaser's Name and Logo. Purchaser agrees that Contractor may use Purchaser's name and logo on the Purchaser Site, in order to satisfy Contractor's responsibilities under Section 3 of this Agreement.

D. Purchaser's Responsibilities.

i. Account Number/Password. Purchaser is responsible for all uses of the General and Purchaser Site. Purchaser is responsible for maintaining the confidentiality of Purchaser's account number and passwords. Purchaser agrees to immediately notify Contractor of any unauthorized use of Purchaser's account of which Purchaser becomes aware.

ii. Content of Communications on Purchaser's Account. Purchaser agrees that Purchaser is solely responsible for the content of all visual, written or audible communications using Purchaser's account. Purchaser agrees that Purchaser will not use the Services to send unsolicited email outside Purchaser's company or organization in violation of applicable law. Purchaser further agrees not to use the Services to communicate any message or material that is harassing, libelous, threatening, obscene, would violate the intellectual property rights of any party or is otherwise unlawful, that would give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offense, under any applicable law or regulation. Although Contractor is not responsible for any such communications, Contractor may suspend any such communications of which Contractor is made aware of, at any time upon prompt notice to Purchaser. Purchaser agrees to indemnify, defend and hold harmless Contractor from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorneys' fees) arising from Purchaser's violation of this section. Notwithstanding the foregoing, Purchaser's acceptance of this section does not, in and of itself, constitute a waiver of any statutory immunity available at law.

iii. No Commercial Use. Other than using the Services for conferences or meetings in which Purchaser is an active participant, and as permitted under the terms of the Agreement, the Services may be used for internal business purposes only. Purchaser may not resell, distribute, or make any commercial use of, use on a timeshare or service bureau basis, or use to operate a Web-site or otherwise generate income from the Services or use the Services for the development, production, or marketing of a service or product substantially similar to the Services. Purchaser shall not use the Services in any manner that could damage, disable, overburden, impair, or otherwise interfere with or disrupt the websites, Services, or any network or networks connected to the Services or security systems. The Services may not be exported, re-exported, diverted, transferred or disclosed in violation of any export law or regulation.

iv. Use of AOL Screen Names or Networks. If applicable, a user's use of a user identification or screen name issued by America Online or its affiliates ("AOL") or your use of the AOL network is governed by the AOL Network Registered User Terms of Service located at http://about.aol.com/aolnetwork/terms_use.

E. All stated references in the Prime Contract scope of permissible product and services offerings is amended to add WE Services offered under the then-current WE Pricebook during the Prime Contract term. For Purchase Orders under this Amendment, all Prime Contract references to the "Cisco Global Price List" shall be deemed to refer solely to the WE Pricebook.

F. Purchase Orders for WE Services may only be accepted by "Fulfillment Partners" who are specifically authorized to resell the WE Services. For purposes of Purchase Orders placed under this Amendment, Prime Contract references to "Fulfillment Partners" shall be deemed to refer to only those resellers holding a specific authorization to resell WE Services.

G. The WE offerings and price discounts are to be applied against the then-current WE Pricebook as further detailed in this Amendment, Exhibit A.

H. This Amendment shall end co-terminously with the Prime Contract (as amended).

I. Attachment C, Exhibit A (WSCA Master Agreement List & Discount) is not applicable to WE Purchase Orders placed under this Amendment.

- J. Attachment C, Exhibit B (Demo Depot and Try and Buy Terms) is not applicable to WE Purchase Orders placed under this Amendment.
- K. Attachment D (Cisco Master Services Agreement and Advanced Services Agreement) is not applicable to WE Purchase Orders placed under this Amendment.
- L. Attachment E (Cisco Redacted Bid Proposal) is not applicable to WE Purchase Orders placed under this Amendment.

4. **WE Exhibits**

This Amendment expressly incorporates the following WE Exhibits and documentation ("WE Agreements") and governs Purchase Orders of WE Services under this Amendment:

Exhibit A: WEBEX SERVICES OFFERING & DISCOUNT

Exhibit B: PREMIUM SUPPORT SERVICES

5. **Separation of Orders**

WE Orders under this Amendment will be kept separate from Purchase Orders otherwise placed under the Prime Contract for non-WE products or services. Rights and obligations under WE Orders shall not have any co-dependencies or contingencies, e.g., in acceptance, technical performance, payment or refund terms, for obligations otherwise under Cisco Systems, Inc. Product Orders under the Prime Contract. Without diminishing WSCA, the Participating States' and Purchaser's rights against Cisco for all non-WE Product orders, including but not limited pricing, payment terms, and/or warranties, all claims and liabilities relating to WE Purchase Orders shall be exclusively noticed to and made against Cisco WebEx LLC as follows:

General Counsel
Cisco Systems, Inc.
170 West Tasman Drive
San Jose, CA 95134

This Amendment will provide the terms under which members of the WSCA may purchase WE Services. WSCA agrees to look only to WE for performance of the WE Services, and to not seek from WebEx performance under the terms of the Prime Contract. Similarly, WSCA agrees to look only to Cisco for performance under the terms of Prime Contract, and not seek from Cisco performance of the WE Services. WSCA also understands and agrees that the purpose of this Amendment is solely to purchase WE Services and any deviations from the existing Prime Contract will not affect its rights and obligations under the terms of the Prime Contract as those rights and obligations pertain to non-WebEx Services products or services, including but not limited to any deviations in pricing, payment terms, payment dependencies, and/or technical and/or functional dependencies.

This Amendment represents the entire understanding of the parties and supersedes any prior oral, electronic or other written communications or understandings with respect to the subject matter herein. This Amendment may only be modified by a written document executed by both parties. Each party warrants and represents that its respective signatory whose signature appears on page 1 is, as of the date of signature, duly authorized to execute this Amendment on behalf of and with the intent to legally bind their respective principal first identified above.

Exhibit A

WebEx Services Offering & Discount

WE List Price

WE Services sold under the WSCA Master Agreement, Amendment #6 are subject to the WE List Price in effect at time of Order. Contractor shall maintain the WE Pricebook on Contractor's WSCA website during the Prime Contract term.

WE Discount-off-List

Five percent (5%) off WE List Price in effect at time of Order for WE Services.

Exhibit B

Premium Support Services

1. Issue Severity Levels

Issue Severity is determined by objective examination of the incident. The following outlines Contractor criteria for each category:

Severity Levels			
Severity Level	Definition	Examples	
		Service	Condition
Severity 1	Core Service functionality unavailable	Meetings	Unable to start/join
		Telephony	unable to start/join Telephony: dead air or fast busy
		Connect	unable to IM, access DMS.
		Cisco Mail	unable to send/receive mail
Severity 2	Secondary services unavailable.	Meetings	Meeting recording unavailable, Meeting report unavailable, RA function not working
		Telephony	Toll number does not work, but toll free works and vice versa
		Connect	Unable to download new client
		Cisco Mail	Unable to access old mails/archive
Severity 3	Intermittent or partial failure of secondary services. Branding Issues. Admin Features.	Meetings	Intermittent error while accessing site, start meeting, joining meeting
		Telephony	Intermittent error while start/join teleconference
		Connect	Connect admin functions
		Cisco Mail	Cisco Mail admin functions
Severity 4	Single point of failure condition.	All services	A cluster has been failed over to the backup infrastructure and may remain there until the next maintenance window before being failed back to primary.
Severity 5	Informational, tracking of non-standard operational condition, non-impacting service reboots	All services.	Customer network connectivity issues, problem with the customers ISP, computer, or software, etc.

2. Response/Resolution Time

Below indicates the response/resolution times for each Severity Issue. All times indicated are worst case scenarios.

Severity Level Response/Resolution Time			
Severity Level	TTR Goal	Response or Action plan	Higher Level Escalation if no ETR (Estimated Time of Resolution) after:
Severity 1	0 minutes	20 minutes	1 hour
Severity 2	0 minutes	20 minutes	1 hour
Severity 3	0 minutes	1 hour	4 hours
Severity 4	Managed to SLA - at mgmt discretion - restore N+1 service at next maintenance window, or ASAP without customer impact	4 hours	NA
Severity 5	NA	24 hours	NA

- a. Response time is the elapsed time for Contractor to acknowledge a problem of a given severity. In the instance where the problem cannot be resolved in the response time interval, Contractor will provide a status and an action plan for resolution.
- b. Escalations are to be utilized in the event that acceptable status and/or resolution have not been accomplished by the Contractor Customer Support Team in the time frames indicated.
- c. WSCA, the Participating State or Purchaser, as applicable, agree to work with Contractor and will make available qualified persons to aid in reproducing and/or isolating problems should there be an incompatibility between Contractor and the end user's environment. In the event that such individual cannot be made available, these resolution times may be extended.

3. Notifications

- a. Contractor performs standard customer maintenance activities during regular minor and major change windows. These windows are currently conducted between 9pm and 12am PST weekdays, and 7pm and 12am PST Saturdays.
- b. Contractor will provide notification of any unscheduled maintenance activities 7 days in advance of the change. In the event that there is an unscheduled urgent change required which must be accomplished inside that window, Contractor will make reasonable commercial efforts to provide as much notice as possible to WSCA, Participating State or Purchaser, as applicable.
- c. All notifications are made to a designated customer-maintained email-alias that the WSCA agrees to provide to Contractor.

4. Summary of Change Notifications

Type of change	Notification Interval
Minor update	Based on customer impact. 7 day notification via email if change affects service features or repairs key service issues
Major update	14 days notification via email
Scheduled maintenance	2 days, notification via email
Unscheduled maintenance	Varies, as much notice as possible, via email.

Definitions:

- a. A Minor update (service patch) is a change to the service, which addresses specific issues that may impact some, but not all customers. Cosmetic changes, or minimal updates to the user

interface, or updates which aid in the overall operation of the service but which are not visible to the customer experience are included in this change level.

b. A Major update is a significant change to the service, and will impact the user experience. This may result in changes to the user interface or service features which differ from the current service release. This category of change may also require a new client to be downloaded.

c. Scheduled maintenance refers to changes made to the Contractor service infrastructure. Purchaser is notified if the changes will impact the availability of the service.

d. Unscheduled maintenance refers to emergency service procedures required to maintain the availability of the service, and require service interruption to the customer to complete.

5. Support

a. Contractor provides 24 x 7 x 365 technical support in English. In addition, Contractor provides limited support in other languages at its discretion. These numbers will be accessible to the customer so long as this SLA is in effect and this location:

<http://support.Contractor.com/support/phone-numbers.html>

b. To access training:

1. Go to: <http://university.Contractor.com>
2. Enter Contractor account information (Username, password, Contractor URL)
3. Choose a service and expand the list of course offerings.
4. Enroll in an Instructor-Led class or go through Self-Paced training

c. 85% of calls to Contractor support will be answered within 120 seconds.

d. The Contractor e-mail response commitment to inquiries submitted via the MyResources Support portal (<http://support.Contractor.com>) will be 24 hours or less.

6. Escalation Contacts

Should the need arise, the following Technical and Business Escalation Contacts can be utilized:

a. Technical Escalations

Contact	Name	Phone Number	Email
Contractor Technical Support		+1.408.435.4088 866.229.3239	http://support.Contractor.com/support/submit-ticket.html
Technical Support Manager			
Technical Support Manager			
Technical Support Manager			
Director, Customer Operations			

b. Business Escalations

Contact	Name	Phone Number	Email
Client Services Manager			
Client Services Supervisor			
Manager, Client Services			
Director, Customer Care			

7. Updates to Support Services Exhibit

This Support Services Exhibit will be periodically reviewed, and updates accepted, subject to the mutual agreement of Contractor and WSCA management.