



PARTICIPATING ADDENDUM

Under
WESTERN STATES CONTRACTING ALLIANCE (WSCA)
CISCO NETWORKING COMMUNICATIONS & MAINTENANCE MASTER AGREEMENT
(“WSCA Master Agreement”)
(State of Utah Contract Ref. No. AR-233)

Participating State:

Participating State Name	State of Wisconsin (“Participating State”)
Office/Department Name:	Department of Administration/State Bureau of Procurement
Primary Business Address:	101 East Wilson Street, 6 th Floor Madison, Wisconsin 53703-3405
Participating Addendum State Contract ID #:	11-20664-001

Contractor:

Contractor Name:	Cisco Systems Inc. (“Contractor” or “Cisco”) 170 West Tasman Drive San Jose, California 95314
Participating Addendum Cisco Contract ID #:	(INSERT #)

This WSCA *Participating Addendum* between the above-referenced Participating State and Cisco (collectively hereafter referred to as the “Parties”) is entered into for good and valuable consideration, the mutual receipt of which is hereby acknowledged by the Parties, on the terms and conditions set forth below as of the date of last signature below (the “Effective Date” of this *Participating Addendum*).

1. **Authority & Scope**

As an inducement to Cisco to enter into this agreement, the Participating State hereby warrants and represents to Cisco its legal authority to enter into this *Participating Addendum* for the purposes and upon the terms set forth herein.

This contract is entered into by the State of Wisconsin State Bureau of Procurement and may be used by any State Agency, including the University System, Court System, Legislature, or municipality. Wisconsin statutes (s. 16.73, Wis. Stats.) establish authority to allow Wisconsin municipalities to purchase from state contracts. A "municipality" is defined as any county, city, village, town, school district, board of school directors, sewer district, drainage district, vocational, technical and adult education district, or any other public body having the authority to award public contracts (s. 16.70(8), Wis. Stats.). Federally recognized Indian tribes and bands in this State may participate in cooperative purchasing with the state or any municipality under ss. 66.0301(1) and (2), Wis.Stats.

Such eligible purchasers consent to this Participating Addendum, evidence of which consent shall be deemed to occur upon placement of a Purchase Order under this Participating Addendum.

2. **State-Specific Constitutional & Statutory Requirements**

The provisions of this *Participating Addendum*, Appendix A are incorporated and apply to the transactions under this agreement to the extent mandated by state constitution or applicable law(s).

3. **Incorporation of WCSA Master Agreement**

The WCSA Master Agreement, as now or hereafter amended made by the original parties thereto during the term of this *Participating Addendum*, is incorporated as if set forth at length. All rights and obligations between the Parties are governed by the terms of the WCSA Master Agreement, as amended by this *Participating Addendum*. ("Agreement") Capitalized terms in this *Participating Addendum* shall be defined as set forth in the WCSA Master Agreement, Attachment B.

To the extent of a conflict in terms between the WCSA Master Agreement and this *Participating Addendum*, the following descending order of precedence shall apply:

1. *Participating Addendum* – Appendix A, "Statutory Requirements"
2. *Participating Addendum* (remainder of addendum)
3. WCSA Master Agreement

4. **State-Specific Purchasing Guidelines**

The provisions of this *Participating Addendum*, Appendix B - "State-Specific Purchasing Guidelines", apply to all transactions under this *Agreement*.

5. **Cisco Fulfillment Partners**

Cisco has the right to utilize alternate Fulfillment Partners, including Value Added Resellers (VARs) and/or distributors and dealers (hereafter "Reseller[s]") as fulfillment agents under this *Agreement*, e.g., for direct order taking, processing, fulfillment or provisioning.

Subject to approval of the Participating State, Fulfillment Partners may be added at any time during the *Agreement* term at the sole discretion of Cisco, with a minimum of two Resellers and no set maximum number of Resellers who may be used, subject to the approval of the Participating State. Cisco, in its sole discretion, is not required to add and may delete upon thirty (30) days written notice any Reseller who does not meet Cisco's established qualifying criteria, or where the addition of the entity would violate any state or federal law or regulation.

The name, address and approved contact number for Cisco approved Fulfillment Partners shall be separately set forth at the Contractor's website, as amended by Cisco during the term of this *Agreement*, including any applicable technical certifications or general limitations (e.g., geographic) or Cisco qualifying criteria as applicable (qualifying criteria).

6. **Ordering/Invoices**

Purchasers may place orders directly only through these Fulfillment Partners or through Cisco on products or services only provided through Cisco. Only those Fulfillment Partners approved and listed during the term of *Agreement* at Contractor's website are authorized to directly receive purchase orders, invoice Customers, and receive payment from Purchasers on Contractor's behalf. All authorized Fulfillment Partners are eligible to quote pricing to Purchasers for procurements under this *Participating Addendum* which otherwise meet the Partner's qualifying criteria.

Except as otherwise set forth in the qualifying criteria, Cisco will not, directly or indirectly, restrict any Fulfillment Partner's participation or ability to quote pricing for a Customer. Fulfillment Partner will not offer less favorable pricing discounts than the contract discounts established by Cisco under the WSCA Master Agreement. However, any additional incremental discounts available to WSCA Purchasers, if offered, may be provided in the discretion and as the sole legal obligation of the Fulfillment Partner to the Participating State.

The WSCA Master Agreement number and the State Contract Number must appear on every Purchase Order placed under this *Agreement*.

Authorized Fulfillment Partners are responsible for delivering required contract reports and remittances to the WSCA Contract Manager in accordance with the requirements and schedule for delivery established in the WSCA Master Agreement.

7. **Product & Services Offering**

The **full suite** of product and service offerings available under the WSCA Master Agreement may be procured under this *Participating Addendum*.

8. **Primary Point of Contact**

The Parties will keep and maintain current at all times a primary point of contact for administration of this *Participating Addendum*. The Parties' primary points of contact shall be set forth in this *Participating Addendum*, Appendix C - "Primary Points of Contact."

9. Term

The term of this *Participating Addendum* shall begin on the Effective Date and shall continue for a period ending on the Termination Date of the WSCA Master Agreement or when this Participating Addendum is terminated in accordance with the WSCA Master Agreement, whichever shall occur first.

10. Entire Agreement/Amendment

This *Agreement* constitutes the entire agreement between the parties concerning the subject matter of this *Agreement* 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 *Agreement* may be modified only by a written document executed by the parties hereto.

11. Notices

Notwithstanding anything contained in the Agreement to the contrary, all notices required or permitted under this Agreement 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), (provided that the original document is placed in air mail/air courier or delivered personally, within seven days of the facsimile electronic notice); (c) three (3) days after having been sent by registered or certified mail, return receipt requested, postage prepaid (or six (6) days for international mail); or (d) one (1) day after deposit with a commercial express courier specifying next day delivery (or two (2) days for international courier packages specifying 2-day delivery), with written verification of receipt. All communications will be sent to the addresses set forth on the cover sheet of this *Agreement* (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 *Agreement* 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.

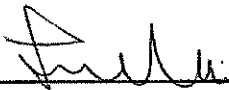
The WSCA Master Agreement, together with this *Participating Addendum* and its Appendices, set forth the entire *Agreement* between the Participating State and Cisco with respect to the subject matter and supersedes and replaces all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of the *Agreement* shall not be added to or incorporated into the *Agreement* 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 *Agreement* shall prevail and govern in the case of any such inconsistent or additional terms.

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

[Affix signatures as required by State Statutes, Rules or Policies below.]

Cisco Systems, Inc.

**State of Wisconsin
Participating State**

By: 

By: 

Printed Name: Lon Ma

Printed Name: Helen McCain

Title: Controller

Title: Director, State Bureau of
Procurement

Date: 9-14-10

Date: 9/15/10



Appendix A

State of Wisconsin – Specific Constitutional & Statutory Requirements

Contract Reference: 11-20664-001 (State of Wisconsin)

Jurisdiction: The laws of the State of Utah shall govern the WSCA Master Agreement; provided the laws of the State of Wisconsin govern the Participating Addendum and the individual transactions of the procuring agencies within the State of Wisconsin.

Taxes: The State of Wisconsin and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases.

Vendor Tax Delinquency: Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.

Waiver/Modification to Indemnification: The State of Wisconsin will not indemnify the Contractor under this Participating Addendum or the WSCA Master Agreement to the extent such indemnification is not permitted under the State of Wisconsin law.

WSCA Master Agreement AR-233, Attachment B, Section 12.2: The State of Wisconsin will not use "Termination for Convenience" during the first year following full execution of this Participating Addendum.



Appendix B

State of Wisconsin –Specific Purchasing Guidelines

Ordering: Any supplies and/or services to be furnished under this contract may be ordered by purchase orders by state agencies and authorized entities. There is no limit on the number that may be issued. Delivery to multiple destinations may be required. All orders are subject to the terms and conditions of this contract. Any order dated prior to expiration of this contract shall be performed. In the event of conflict between a purchase order and this contract, the contract shall have precedence.

All purchasing entities within the jurisdiction of this Participating Addendum shall include Price Agreement Number 11-20664-001 (State of Wisconsin contract reference number).



Appendix C

WSCA Master Agreement Primary Points of Contact

State of Wisconsin

Name: Lizabeth Ascher, or successor
Title: IT Sourcing Procurement Specialist
Government Entity: State of Wisconsin, Department of Administration, State Bureau of Procurement
Address: 101 E. Wilson St., 6th Flr., P.O. Box 7867, Madison, WI 53707-7867
Telephone: 608-266-9796
Fax: 608-267-0600
Email: beth.ascher@wisconsin.gov

Cisco Systems, Inc.

Name: Steve Velnor
Title: Manager, Regional Sales
Address: 7900 International Drive International Plaza, Suite 400, Bloomington, MN 55425
Telephone: 408-894-1662 and 612-965-3263
Fax: N/A
Email: svelner@cisco.com

Name: Mimi Nguyen
Title: Manager, U.S. Public Sector Contracts Management Office
Address: 170 West Tasman Drive, San Jose, CA 95134
Telephone: 408-527-2627 and 650-303-4483
Fax: 707-552-4824
Email: mimnguye@cisco.com