

**PARTICIPATING ADDENDUM BETWEEN THE STATE OF OKLAHOMA AND CISCO SYSTEMS, INC. (SW1006) TO THE NASPO MASTER AGREEMENT NO. AR3227**

NASPO ValuePoint

**PARTICIPATING ADDENDUM**



**DATA COMMUNICATIONS PRODUCTS & SERVICES (2019-2026)**

Led by the State of **Utah**

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Master Agreement #: AR3227

Contractor: **CISCO SYSTEMS, INC.**

Participating Entity: **STATE OF OKLAHOMA**

**Master Agreement Terms and Conditions:**

1. Scope: This addendum covers the *data communications products & services* led by the State of *Utah* for use by state agencies and other entities located in the Participating State [or State Entity] authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
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 Oklahoma. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

|            |   |
|------------|---|
| Name:      | Gigi Feril                              |
| Address:   | 170 W. Tasman Drive, San Jose, CA 95134 |
| Telephone: | (408) 424-0712                          |
| Fax:       | (408) 608-1729                          |
| Email:     | nvp-help@cisco.com                      |

Participating Entity

|            |   |
|------------|---|
| Name:      | Statewide Initiatives Lead                              |
| Address:   | 5005 N. Lincoln Blvd. Ste. 200, Oklahoma City, OK 73105 |
| Telephone: | (405) 521-4772  |
| Email:     | purchasing@omes.ok.gov                                  |

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4. **PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT**

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

No changes to the terms and conditions of the Master Agreement are required.

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

- See attached Exhibit 1 – Oklahoma Specific Terms and Conditions

5. 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.

6. Subcontractor and Fulfillment Partners: All contractors, dealers, and resellers authorized in the State of Oklahoma as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to Purchasing Entities in the NASPO ValuePoint Master Agreement. The contractor's Fulfillment Partners participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

7. Orders:

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.

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NASPO ValuePoint



**PARTICIPATING ADDENDUM**



**DATA COMMUNICATIONS PRODUCTS & SERVICES (2019-2026)**

Led by the State of **Utah**

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

|   |  |
|---|--|
| Participating Entity:<br>State of Oklahoma  | Contractor:<br>CISCO SYSTEMS, INC.   |
| Signature:<br> | Signature:<br> |
| Name:<br>D. Jerry Moore   | Name:<br>Jenn Pate   |
| Title:<br>Chief Information Officer   | Title:<br>Authorized Signatory   |
| Date:<br>Jun 22, 2022   | Date:<br>Jun 21, 2022  |

Approved  
by OMES  
Finance:  
FC

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

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

|                                      |  |
|--------------------------------------|--|
| Cooperative Development Coordinator: | Ted Fosket   |
| Telephone:                           | (907) 723-3360   |
| Email:                               | <a href="mailto:tfosket@naspovaluepoint.org">tfosket@naspovaluepoint.org</a> |

**Please email fully executed PDF copy of this document to [PA@naspovaluepoint.org](mailto:PA@naspovaluepoint.org).**

Any and all licensing, maintenance, or order-specific agreements referenced within the terms and conditions of this Master Agreement are agreed to only to the extent that the terms do not conflict with the terms of the Participating Addendum, the Master Agreement, and to the extent the terms are not in conflict with applicable Oklahoma law. In the event of conflict among the terms and conditions, the Participating Addendum shall take precedence.

**1. Definitions: The parties agree that, when used in the Agreement, the following terms are defined as set forth below:**

**A. Acquisition**

The term (“Acquisition”) means items, products, materials, supplies, services, and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act made under this Agreement.

**B. Contract Document**

The term (“Contract Document”) means this Agreement, any statement of work, work order, or other similar ordering document related hereto and executed by the Vendor and the State of Oklahoma, as applicable; any purchase order related hereto; other mutually agreed documents; and any Addendum to any of the foregoing.

**C. Purchasing Entity**

The term (“Purchasing Entity”) shall include the State of Oklahoma (the “State”) and (a) any board, commission, committee, department or other instrumentality or entity designated to act on behalf of the State of Oklahoma or a political subdivision thereof; (b) any governmental entity specified as a political subdivision of the State of Oklahoma pursuant to the Governmental Tort Claims Act, including, without limitation, (i) any associated institution, instrumentality, board, commission, committee department, or other entity designated to act on behalf of the political subdivision; and (ii) a county or local governmental entity; and (c) entities authorized to utilize contracts awarded by the State of Oklahoma via a multistate or multi-governmental contract.

**D. Destination**

The term (“Destination”) means delivered to the receiving dock or other point specified in the applicable Contract Document.

**E. Indemnified Parties**

The term (“Indemnified Parties”) means the State of Oklahoma and Customers, and/or their officers, agents, employees, representatives, contractors, assignees and/or designees.

**2. Limitation of Authority**

With respect to procurement transactions for Customers, Vendor shall have no authority to act for or on behalf of Customers or the State of Oklahoma, except as expressly provided for in this Agreement; no other authority, power or use is granted or implied. Vendor may not incur any debts, obligations, expenses or liabilities of any kind on behalf of Customers or the State of Oklahoma.

**3. Administrative Fees**

For Oklahoma-based Purchasing Entities, Contractor agrees to submit a Contract Usage Report to the State of Oklahoma on a quarterly basis. “Contract Usage Report” shall include the following: (i) the applicable state contract number; (ii) report amount(s); (iii) reporting period covered; and (iv) the applicable state agency name(s). Contract Usage Reports shall also include usage of the Participating Addendum by any other governmental entities (i.e. county, city, etc.). Continuous failure to submit Contract Usage Reports as required herein may result in termination of the Participating Addendum.

All Contract Usage Reports shall meet the following criteria:

- a) Must be submitted electronically in Microsoft Excel format.
- b) Reports shall be submitted quarterly regardless of whether this Addendum has been used during the applicable quarterly reporting period.
- c) Quarterly reporting periods
  - a. January 01 through March 31, due May 15
  - b. April 01 through June 30, due August 15
  - c. July 01 through September 30, due November 15
  - d. October 01 through December 31, due February 15

All Contact Usage Reports shall be delivered to:

E-mail: [strategic.sourcing@omes.ok.gov](mailto:strategic.sourcing@omes.ok.gov)

For Oklahoma-based Purchasing Entities, the State of Oklahoma assesses an administrative fee in the sum of one percent (1%) on all net sales transacted by any Purchasing Entity under the Participating Addendum (the "Oklahoma Admin Fee").

Contractor shall submit the Oklahoma Admin Fee on a quarterly basis. Failure to remit the Oklahoma Admin Fee quarterly may result in cancellation of the Participating Addendum. Oklahoma Admin Fees shall not be reflected as a separate line item in Contractor's billing to participating state agencies and authorized users.

Payment of the Oklahoma Admin Fee shall be made via company check payable or EFT/ACH to OMES within sixty (60) calendar days from the completion of the applicable quarterly reporting period set forth above.

To ensure payment is properly accounted for, Contractor shall identify payment in the applicable Contract Usage Report as an "Administrative Fee" and shall include the following information: (i) the applicable state contract number, (ii) Oklahoma Admin Fee amount(s) paid, and (ii) the applicable quarterly reporting period.

Oklahoma Admin Fees shall be mailed to:  
Office of Management and Enterprise Services  
Attention: Accounts Receivable  
5005 N. Lincoln Boulevard, Suite 200  
Oklahoma City, OK 73105

#### **4. Pricing**

**A.** Pursuant to 68 O.S. § 1404, 68 O.S. § 1352, and 68 O.S. § 1356, Customers under the Contract that are Oklahoma state agencies are exempt from the assessment of State sales, use, and excise taxes. Further, such Customers and Customers that are political subdivisions of the State of Oklahoma are exempt from Federal Excise Taxes pursuant to Title 26 of the United States Code. Customers will provide Vendor with a tax exemption certificate upon request. Any taxes of any nature whatsoever payable by the Vendor shall not be reimbursed by the Customer.

- B.** Pursuant to Okla. Stat. tit. 74, § 85.40, Oklahoma Purchasing Entities shall not pay Contractor any travel expenses in addition to the total price of the products and/or services purchased; therefore, Contractor shall not invoice Oklahoma-based Purchasing Entities for any travel expenses in addition to the total price of the products and/or services purchased hereunder.
- C.** The price to the Customer under the Participating Addendum shall include and Vendor shall prepay all shipping, packaging, delivery and handling fees. All Product deliveries will be Free on Board Customer's Destination. No additional fees shall be charged to the Customer for standard shipping and handling. If the Customer requests expedited or special delivery, Customer may be responsible for any charges for expedited or special delivery.

## **5. Invoices and Payment**

As applicable, the Parties shall comply with applicable Oklahoma law with respect to invoicing and making payments hereunder. Payments for goods and services are generally due thirty (30) days after receipt of a proper invoice; provided, however, Contractor acknowledges and agrees that payment received in accordance with applicable Oklahoma law allowing forty-five (45) days to pay Contractor shall not constitute default hereunder nor entitle Contractor to late payment fees or interest. Any applicable late fees or interest incurred after forty-five (45) days of nonpayment shall be paid only in accordance with Oklahoma law.

## **6. Termination for Non-appropriation**

With respect to all Oklahoma-based transactions and all Oklahoma-based Purchasing Entities, Participating State may terminate any order if funds sufficient to pay its obligations under the Participating Addendum are not appropriated by the applicable state legislature, federal government or other appropriate government entity or received from an intended third-party funding source. In the event of such insufficiency, Participating State shall provide ten (10) calendar days' written notice of intent to terminate. Notwithstanding the foregoing, if a Purchasing Entity issues an order and has accepted the products and/or services under such order, the Purchasing Entity shall be obligated to pay for such products and/or services. In the event of termination of an order as provided in the foregoing, Participating State shall not be considered to be in default or breach under the Participating Addendum nor under the Master Agreement, nor shall it be liable for any further payments ordinarily due under, with respect to, related to, or arising out of such order, nor shall it be liable for any damages or any other amounts which are caused by or associated with such

termination.

**7. Notices**

If a party is to give notice under the Participating Addendum, all notices to the State of Oklahoma shall be address as follows:

**If sent to the State of Oklahoma:**

D. Jerry Moore  
Chief Information Officer  
3115 North Lincoln Boulevard  
Oklahoma City, Oklahoma 73105

**With a copy to:**

OMES-IS Deputy General Counsel  
3115 North Lincoln Boulevard  
Oklahoma City, Oklahoma 73105

**8. Choice of Law**

Any claim, dispute, or litigation relating to the execution, interpretation, performance, or enforcement of the Contract Documents shall be governed by the laws of the State of Oklahoma without regard to application of choice of law principles.

**9. Choice of Venue**

Venue for any action, claim, dispute, or litigation relating in any way to the execution, interpretation, performance, or enforcement of the Agreement, or any of the Contract Documents, shall be in Oklahoma County, Oklahoma. Further, notwithstanding any provision in the Agreement, the State does not waive the doctrine of sovereign immunity and immunity from suit to the extent authorized by the Constitution and laws of the State of Oklahoma nor any other right or defense available to the State.

**10. Conflict of Interest**

In addition to any requirement of law or through a professional code of ethics or conduct, the Vendor, its employees, agents and subcontractors are required to disclose any outside activity or interest that is a conflict of interest under applicable law. Further, as long as the



Vendor has an obligation under the Agreement, any plan, preparation or engagement in any such activity or interest shall not occur without prior written approval of the State.

#### **11. Force Majeure**

Either party shall be temporarily excused from performance to the extent delayed as a result of unforeseen causes beyond its reasonable control including fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority provided the party experiencing the force majeure event has prudently and promptly acted to take any and all steps within the party's control to ensure continued performance and to shorten duration of the event. In the event that a party's performance of its obligations is materially hindered as a result of a force majeure event, such party shall promptly notify the other party of its best reasonable assessment of the nature and duration of the force majeure event and steps it is taking, and plans take, to mitigate the effects of the force majeure event. The party shall use commercially reasonable best efforts to continue performance to the extent possible during such event and resume full performance as soon as reasonably practicable. Subject to the conditions set forth above, such non-performance shall not be deemed a default. However, a Purchasing Entity may terminate a purchase order if Vendor cannot cause delivery of Products or Services in a timely manner to meet the business needs of the Purchasing Entity.

#### **12. Invalid Term or Condition**

To the extent any term or condition in the Participating Addendum conflicts with an applicable Oklahoma and/or United States law or regulation, such Contract term or condition is void and unenforceable. By executing any Contract Document which contains a conflicting term or condition, Purchasing Entity makes no representation or warranty regarding the enforceability of such term or condition and Purchasing Entity does not waive the applicable Oklahoma and/or United States law or regulation which conflicts with the Contract term or condition.

#### **13. Audits and Records Clause**

- A. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. Vendor agrees any pertinent federal or State agency or governing entity of a Purchasing Entity shall have the right to examine and audit all records relevant to the execution

and performance of the Contract except costs of Vendor that comprise pricing under the Contract, unless otherwise agreed.

- B.** The Vendor is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion or termination of an Acquisition. If a claim, audit, litigation or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

**14. Compliance with Applicable Laws**

- A.** As long as Vendor has an obligation under the terms of the Contract and in connection with performance of its obligations, the Vendor shall comply with all applicable federal, State, and local laws, rules, regulations, ordinances, and orders, as amended, including but not limited to the following:
- i.** Drug-Free Workplace Act of 1988 set forth at 41 U.S.C. § 81.
  - ii.** Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use of facilities included on the EPA List of Violating Facilities under nonexempt federal contracts, grants or loans;
  - iii.** Prospective participant requirements set at 45 C.F.R. part 76 in connection with debarment, suspension and other responsibility matters;
  - iv.** 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, and Executive Orders 11246 and 11375;
  - v.** Anti-Lobbying Law set forth at 31 U.S.C. § 1325 and as implemented at 45 C.F.R. part 93;
  - vi.** Be compliant with the Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 O.S. § 1312, and be registered and participate in the Status Verification System. The Status Verification System is defined at 25 O.S. § 1312, includes but is not limited to the free Employment Verification



Vendor acknowledges that Purchasing Entity are subject to the Oklahoma Open Records Act. Vendor also acknowledges that such Purchasing Entity will comply with the Oklahoma Open Records Act and with all opinions of the Oklahoma Attorney General concerning this Act. Except for a provision of the Contract specifically designated as confidential in a writing executed by both parties or a provision protected from disclosure in the Open Records Act, no Contract provision is confidential information and, therefore, any provision is subject to disclosure under the Open Records Act.

## **18. Confidentiality**

- A.** The Vendor shall maintain strict security of all State data and records entrusted to it or to which the Vendor gains access, in accordance with and subject to applicable federal and State laws, rules, regulations, and policies and shall use any such data and records only as needed by Vendor for performance of its obligations under the Contract. The Vendor further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or State laws, rules and regulations. If Vendor utilizes a subcontractor, Vendor shall ensure that the subcontractor shall maintain this same level of security of all such State data and records entrusted to or accessed by the subcontractor, to the extent applicable. Such written assurance may be set forth in the required subcontractor agreement referenced herein.
- B.** No State data or records shall be provided, or the contents thereof, disclosed to a third party unless specifically authorized in advance to do so in writing by the State Purchasing Director, the individual with administrative control over a Purchasing Entity, or in compliance with a valid court order, or to the extent necessary for Vendor to deliver the applicable Product or Service. The Vendor shall promptly forward to the State and the State Purchasing Director any request by a third party for data or records in the possession of the Vendor or any subcontractor or to which the Vendor or subcontractor has access and Vendor shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.
- C.** "State data or records" as used herein does not include the following, the aggregate superset of which is collectively referred to as "Systems Information":

  - a.** Information maintained by Vendor about Purchasing Entity's entitlements to services, licenses and subscriptions to software Products, including the types,

- quantities, and locations of installed Vendor products and software releases (“Entitlement and Install Base Information”)
- b. Data collected and maintained by Vendor when a Purchasing Entity submits requests for support and trouble-shooting services, including information about the hardware and software Products and other details about the support incident and interaction. (“Support Data”).
  - c. Technical data or suggestions contained in oral or written communications provided by a Purchasing Entity regarding modifications or improvements to a Provider Product or Service. (“Customer Feedback”)
  - d. Data generated by instrumentation and logging systems created through the Purchasing Entity’s use and operation of a vendor Product or Service, including but not limited to: (i) product serial numbers and other identification information, and information characterizing devices connected to a network; data generated by sensors, devices, machinery, Product or Service features or functionality activated, utilized, or accessed; network policy, hardware modules and software components installed, connections and topology relationships between products; data relating to the existence of cookies, web beacons, and similar applications; the types of Vendor software Products installed on a network or device; data related to the usage, origin of use, traffic density and patterns, and behavior or workloads and applications across a network or cloud service. (“Telemetry Data”)
  - e. Threat intelligence data, URLs, metadata, net flow data, origin and nature of malware, and other information necessary to enable security features of a Vendor Product or Service. (“Security Threat Data”)

## **19. Assignment and Permitted Subcontractors**

- A. The Addendum may not be assigned or transferred to any other person or entity without the prior written consent of the State which may be withheld at the State’s sole discretion. Should Vendor assign its rights to payment, in whole or in part, under the Addendum, Vendor shall provide the State of Oklahoma with written notice of the assignment. Such written notice shall contain details sufficient for the Participating Entity to perform its payment obligations without any delay caused by the assignment.
- B. Vendor is permitted to utilize subcontractors in support of the Addendum, and the Vendor shall remain solely responsible for its obligations under the terms of the

Addendum and for its actions and omissions and those of its agents, employees and subcontractors. .

- C. All payments under the Addendum shall be made directly to the Vendor, except as provided in Section A above regarding the Vendor's assignment of payment.

## **20. Failure to Enforce**

Failure by the State or a Customer, as applicable, at any time to enforce a provision of, or exercise a right under, the Addendum shall not be construed as a waiver of any such provision. Such failure to enforce or exercise shall not affect the validity of any Contract Document, or any part thereof, or the right of the State or a Customer to enforce any provision of, or exercise any right under, the Addendum at any time in accordance with its terms. Likewise, a waiver of a breach of any provision of a Contract Document shall not affect or waive a subsequent breach of the same provision or a breach of any other provision in the Addendum.

## **21. Mutual Responsibilities of the Parties**

- A. Neither the State nor the Vendor grants the other the right to use any trademarks, trade names, other designations in any promotion or publication without the express written consent by the other party.
- B. The Addendum is a non-exclusive contract, and each party is free to enter into similar agreements with others.
- C. The Customer and Vendor each grant the other only the licenses and rights specified in the Addendum and all other rights and interests are expressly reserved.
- D. The State and Vendor shall reasonably cooperate with each other and any vendor to which Products and/or Services under the Contract may be transitioned after termination or expiration of the Addendum.
- E. Except as otherwise set forth herein, where approval, acceptance, consent, or similar action by either Customer, the State or the Vendor is required under the Addendum, such action shall not be unreasonably delayed or withheld.

## **22. Indemnification**

**A. Acts or Omissions**

Vendor shall indemnify and hold harmless the Indemnified Parties, as applicable, from any and all liability, including costs, expenses and attorney fees, for actions, claims, demands and suits arising out of, or resulting from any action or claim for bodily injury, death, or property damage brought against any of the Indemnified Parties to the extent arising from any negligent act or omission or willful misconduct of the Vendor or its agents, employees, or subcontractors in the execution or performance of the Addendum. In the event that the Indemnified Party's or a third party's negligent or willful acts or omissions contributed to cause the injury or damage for which a claim of indemnity is being asserted against the Vendor, the damages and expenses shall be allocated or reallocated, as the case may be, between the Indemnified Party, the Vendor, 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 Vendor shall be proportionately reduced.

**B. Coordination of Defense**

IN CONNECTION WITH INDEMNIFICATION OF A PURCHASING ENTITY WHEN AN OKLAHOMA STATE AGENCY IS A NAMED DEFENDANT IN ANY LAWSUIT, THE DEFENSE OF THE OKLAHOMA STATE AGENCY SHALL BE COORDINATED BY THE ATTORNEY GENERAL OF OKLAHOMA. THE ATTORNEY GENERAL OF OKLAHOMA MAY, BUT HAS NO OBLIGATION TO, AUTHORIZE CONTRACTOR TO CONTROL THE DEFENSE AND ANY RELATED SETTLEMENT NEGOTIATIONS; PROVIDED, HOWEVER, THAT, IN SUCH EVENT, CONTRACTOR SHALL NOT AGREE TO ANY SETTLEMENT OF CLAIMS AGAINST THE STATE OF OKLAHOMA WITHOUT FIRST OBTAINING A CONCURRENCE FROM THE ATTORNEY GENERAL OF OKLAHOMA. IF THE ATTORNEY GENERAL OF OKLAHOMA DOES NOT AUTHORIZE SOLE CONTROL OF THE DEFENSE AND SETTLEMENT NEGOTIATIONS FOR CONTRACTOR, CONTRACTOR SHALL BE GRANTED AUTHORIZATION TO EQUALLY PARTICIPATE IN ANY PROCEEDING RELATED TO THIS SECTION; PROVIDED, HOWEVER, NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, CONTRACTOR SHALL CONTINUE TO BE OBLIGATED TO INDEMNIFY THE PARTICIPATING ENTITY AND, TO THE EXTENT APPLICABLE, ANY AND ALL PURCHASING ENTITIES, IN ACCORDANCE WITH AND TO THE

EXTENT CONTRACTOR PROVIDES SUCH INDEMNITY UNDER THIS AGREEMENT.

**23. Miscellaneous**

**A. Severability**

If any provision of a Contract Document, or the application of any term or condition to any party or circumstances, is held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable and the application of such provision to other parties or circumstances shall remain valid and in full force and effect.

**B. Section Headings**

The headings used in any Contract Document are intended for convenience only and do not constitute terms of the contract.

**C. Sovereign Immunity**

Notwithstanding any provision of any Contract Document, the State does not waive its sovereign immunity or immunity from suit.

**D. Survival**

As applicable, performance under all license, subscription, service agreements and other similar Contract Documents entered into between Vendor and any Customer under the terms of the Contract shall survive expiration or termination of the contract. Additionally, rights and obligations under the Addendum which by their nature should survive including, but not limited to, payment obligations invoiced prior to expiration or termination; confidentiality obligations and indemnification remain in effect after expiration or termination of the contract.

**E. Entire Agreement**

The Contract Documents taken together as a whole constitute the entire agreement between a Customer and Vendor. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained in a Contract Document shall be binding or valid.



**B. Compliance and Electronic and Information Technology Accessibility**

Vendor shall comply with federal and State laws, rules and regulations related to information technology accessibility, as applicable, including but not limited to Oklahoma Information Technology Accessibility Standards (“Standards”) set forth at [http://www.ok.gov/cio/documents/isd\\_itas.pdf](http://www.ok.gov/cio/documents/isd_itas.pdf). and shall provide a Voluntary Product Accessibility Template (“VPAT”) describing such compliance, which may be provided via a URL linking to the VPAT. If Products require development or customization, and Vendor agrees to make such, the additional requirements and documentation may be required, and compliance shall be necessary by Vendor where Vendor has agreed to make such development or customization. Such requirements will be defined in appropriate documents including but not limited to a statement of work, riders, agreement, purchase order or Addendum specifically agreed between the parties. Accordingly, in each statement of work or similar document issued pursuant to the Addendum, Vendor shall describe such compliance and identify, if and as applicable, (i) which exception to the Standards applies or (ii) a description of the tasks and estimated cost to make the proposed products and/or services compliant with applicable Standards.

**C. Offshore Services**

Contractor shall make available to the Purchasing Entity information about Contractor’s products and services and their locations of the Storage of State data and records. Such information will be made available in the “Privacy Data Sheets” for the applicable product or service, which are located at [trustportal.cisco.com](http://trustportal.cisco.com). If a Purchasing Entity elects to purchase a product or service with a FEDRAMP authorization to operate, then the State data and records submitted into that product or service by Purchasing Entity will be only be stored in data centers located in the United States of America. Notwithstanding, this section shall not prohibit Contractor from providing Order related administration and/or support services available from its global locations outside of the United States.

**Signature:** *Felicia A. Clark*

**Email:** [felicia.clark@omes.ok.gov](mailto:felicia.clark@omes.ok.gov)

# Execution Version - SW1006C CISCO NASPO State of OK


Final Audit Report

2022-06-22


|                 |  |
|-----------------|--|
| Created:        | 2022-06-20                                   |
| By:             | Sean Tolbert (Sean.Tolbert@omes.ok.gov)      |
| Status:         | Signed                                       |
| Transaction ID: | CBJCHBCAABAAadaczGigqz6uD4yOZrdoF-9JnyN7JfHA |

## "Execution Version - SW1006C CISCO NASPO State of OK" History

-  Document created by Sean Tolbert (Sean.Tolbert@omes.ok.gov)  
2022-06-20 - 2:43:29 PM GMT- IP address: 165.225.216.99
-  Document emailed to Gigi Feril (aferil@cisco.com) for signature  
2022-06-20 - 2:44:31 PM GMT
-  Sean Tolbert (Sean.Tolbert@omes.ok.gov) replaced signer Gigi Feril (aferil@cisco.com) with jepate@cisco.com  
2022-06-21 - 2:01:19 PM GMT- IP address: 165.225.216.110
-  Document emailed to jepate@cisco.com for signature  
2022-06-21 - 2:01:19 PM GMT
-  Email viewed by jepate@cisco.com  
2022-06-21 - 11:56:17 PM GMT- IP address: 128.107.241.166
-  Document e-signed by Jenn Pate (jepate@cisco.com)  
Signature Date: 2022-06-22 - 0:15:54 AM GMT - Time Source: server- IP address: 128.107.241.166
-  Document emailed to Felicia Clark (felicia.clark@omes.ok.gov) for signature  
2022-06-22 - 0:15:56 AM GMT
-  Email viewed by Felicia Clark (felicia.clark@omes.ok.gov)  
2022-06-22 - 2:13:41 PM GMT- IP address: 104.244.83.2
-  Document e-signed by Felicia Clark (felicia.clark@omes.ok.gov)  
Signature Date: 2022-06-22 - 2:19:04 PM GMT - Time Source: server- IP address: 165.225.216.102
-  Document emailed to Jerry Moore (jerry.moore@omes.ok.gov) for signature  
2022-06-22 - 2:19:06 PM GMT

 Document e-signed by Jerry Moore (jerry.moore@omes.ok.gov)

Signature Date: 2022-06-22 - 2:59:19 PM GMT - Time Source: server- IP address: 165.225.216.110

 Agreement completed.

2022-06-22 - 2:59:19 PM GMT