

AMENDMENT #4
CONTRACT #0000000000000000000012921

This Amendment #4 amends the Cisco Quantity Purchase Award Agreement #12921 (the “QPA”) that was originally entered into by the Indiana Office of Technology (“IOT”) on behalf of the State of Indiana (the “State”) and Cisco Systems, Inc. (the “Contractor”), on June 27, 2012.

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties hereby acknowledge and agree as follows:

1. IOT would like to purchase 2,456 DNA Wireless licenses from the Contractor and could do so under the QPA, as it stands now. The Licenses will allow IOT to upgrade the licensing needed to support the State’s wireless network for the next three years.
2. The Contractor has indicated, however, that the State would be able to purchase the licenses at a much cheaper price if it were to be a member of the Cisco Enterprise Program (the “Program”). Indeed, the parties estimate that the State will save approximately \$425,000 by enrolling in the Program. This estimate is based on a quote that the Contractor provided to IOT based on the licensing requirements and related information that IOT, in turn, provided to the Contractor by completing an end user information form.
3. The State has decided to enroll in the Program in order to enjoy this cost savings. **In that vein, the purpose of this Amendment #4 is simply to incorporate the terms of the Program into the QPA.**
4. The Contractor has a standard template enterprise agreement that it uses to enroll customers in the Program (the “Cisco EA Program Terms”). The Cisco EA Program Terms are attached to *this Amendment #4* as **Exhibit EA**. The QPA already has three attachments – Exhibit A (Discount Schedule), Exhibit B (Services Exhibit), and Exhibit C (End User License Agreement). The Cisco EA Program Terms are hereby added to *the QPA*, as **Exhibit D**, with the following modifications:
 - a. The State is obligated to disclose records under the Indiana Access to Public Records Act, Ind. Code § 5-14-3, including its contracts. **Accordingly, the parties agree that all references in the Enterprise Agreement which suggest that the Enterprise Agreement is “confidential” are hereby stricken.**
 - b. The State has no “Participating Affiliates” as that term is defined in the Cisco EA Program Terms.

During their 2012 negotiations, however, the parties agreed that “Other Governmental Entities” defined as Indiana counties, municipalities,

municipal corporations, state educational institutions, school corporations, city or county hospitals, or bodies corporate or politic in Section 1A of the QPA would have the ability to make purchases under the QPA. The State does not control these “Other Governmental Entities” and does not accept responsibility or financial liability for orders placed, goods provided, or work performed for any of these entities. **The parties agree that if any of these entities are interested in purchasing Cisco licenses under the Cisco Enterprise Program and Cisco EA Program Terms, these entities would be individually and solely responsible for their purchase of the licenses, use of the licenses and compliance with the terms of the Cisco EA Program Terms as provided in Exhibit D.**

- c. Given that the parties have agreed that the State does not have any “Participating Affiliates” as it is defined in the Cisco EA Program Terms, the parties agree to revise Paragraph 5 of the Cisco EA Program Terms as follows:
 5. **Use of EA Workspace.** Unless otherwise stated in the Suite Description, You will be provided access to a license management and provisioning portal that displays the amount and type of licenses that You access during the Term, including any additional optional add-on licenses Cisco makes available to You for purchase (“**EA Workspace**”). Cisco may use the information contained in Your EA Workspace to help determine any True Forward fees. You will be required to choose a user name and password, and at all times, You are responsible for maintaining the confidentiality of Your username, password, and account details. You must promptly notify Cisco of any known unauthorized use(s) of Your EA Workspace, or any known or suspected breach of security on Your EA Workspace, including loss, theft, or unauthorized disclosure of Your password.
5. Given that the parties have agreed that the State does not have any “Participating Affiliates” as it is defined in the Cisco EA Program Terms, the parties agree to delete Paragraph 11 of the Cisco EA Program Terms.
6. The parties understand and agree that any “Other Governmental Entities” as defined in the QPA who desire to make purchases under the Enterprise Agreement will need to complete an end user information form, as IOT has done in this case, so that the Contractor will be able to prepare a quote and will be individually and solely responsible for the payment for the Cisco licenses purchased by them under that respective Cisco Enterprise Agreement.
7. The parties further understand and agree that all documents that comprise the QPA, including this Amendment #4, including Exhibit EA, once finalized, are subject to the Indiana Access to Public Records Act as listed in IC 5-14-3-3.5 or Executive Order 05-07 and may be subject to disclosure.

All matters set forth in the original Contract and not affected by this Amendment shall remain in full force and effect.

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Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Amendment other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC § 4-2-6-10.5**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:

https://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/c/SOI_CUSTOM_APPS.SOI_PUBLIC_CNTRCT S.GBL

In Witness Whereof, Contractor and the State have, through their duly authorized representatives, entered into this Amendment. The parties, having read and understood the foregoing terms of this Amendment, do by their respective signatures dated below agree to the terms thereof.

CISCO SYSTEMS, INC

Indiana Office of Technology

By: 
Jenn Pate

By:

Title: Authorized Signatory

Title:

Date: February 6, 2020

Date:

APPROVED BY LEGAL

Electronically Approved by: (if applicable) Indiana Office of Technology By: _____ (for) Dewand Neely, Chief Information Officer	Electronically Approved by: Department of Administration By: _____ (for) Lesley A. Crane, Commissioner
Electronically Approved by: State Budget Agency By: _____ (for) Zachary Q. Jackson, Director	Electronically Approved as to Form and Legality: Office of the Attorney General By: _____ (for) Curtis T. Hill, Jr., Attorney General



Exhibit EA

Program Terms

For End Users of the Cisco Enterprise Agreement

Program Terms

The terms provided below (“**Program Terms**”) together with each of its exhibits and the applicable EUIF, comprise Your Cisco Enterprise Agreement (“**Cisco EA**”). Capitalized terms have the meanings set out below or in Exhibit A (Definitions).

- 1. Enterprise-wide Entitlement.** This Cisco EA gives You and Your Participating Affiliates the right to access on an enterprise-wide basis the Software and Services included in the purchased Suites under your enrollments, subject to the Program Terms. You and Your Participating Affiliates may: (a) provide access to the Suites to Employees and Contractors (b) install or deploy the Suites on all Devices, and (c) receive Support Services for the Suites.
- 2. Suites; Suite Descriptions.** A “**Suite**” is a combination of Software and Services listed in the applicable Suite Description. A Suite Description may list more than one Suite, and the right to access the Software or Services under the Cisco EA extends only to the Suites you purchase and identify on Your EUIF. Suite Descriptions provide additional terms that apply to each Suite and are located in Exhibit B (Suite Descriptions).
- 3. Suite Meters.** The Suites You purchase under your enrollment include one or more meters which are described in the applicable Suite Description. The meter counts You include in the EUIF are used to calculate the initial price of the Suite and the amount of Software and Services included in Your initial purchase (“**Initial Meter Count**”). Meters are also used to measure consumption of the Software and Services included in the Suite for the purposes of calculating Your True Forward order (if applicable).
- 4. Ongoing Innovation.** Each Suite is dynamic in nature, and Cisco may, in its discretion, add new capabilities or Software or Services to a Suite, or modify existing capabilities or Software or Services in a Suite, as long as such changes do not materially reduce the core functionality of the Software or Services in the Suite. Updates to the Suite as part of such ongoing innovation will be reflected in the EA Workspace.
- 5. Use of EA Workspace.** Unless otherwise stated in the Suite Description, You will be provided access to a license management and provisioning portal that displays the amount and type of licenses You and Your Participating Affiliates access during the Term, including any additional optional add-on licenses Cisco makes available to You for purchase (“**EA Workspace**”). Cisco may use the information contained in Your EA Workspace to help determine any True Forward fees. Cisco has no liability arising out of You or your Participating Affiliates’ use of Your EA Workspace and You understand and agree that You are responsible for the actions of any user You or Your Participating Affiliates authorize to access the EA Workspace, including payment for any additional Software or Services that they purchase. You will be required to choose a user name and password and at all times You are responsible for maintaining the confidentiality of Your username, password, and account details. You must immediately notify Cisco of any known unauthorized use(s) of Your EA Workspace, or any known or suspected breach of security on Your EA Workspace, including loss, theft, or unauthorized disclosure of Your password.
- 6. End User Information Form; Payment Obligations.** To purchase a Suite under your enrollment, You must provide Cisco or Your Reseller with a valid End User Information Form (“**EUIF**”), signed by Your authorized representative. You must pay for any Software or Services identified on your EUIF before Cisco makes the Software and Services available for your use. Any Software and Services accessed by You or Your Participating Affiliates during the Term not identified on Your EUIF (beyond any applicable growth allowance), including optional add-on Software or Services, will be paid for under the True Forward process (Section 8) if applicable.



You understand and agree that Cisco and Your Reseller rely on the information You provide in the EUIF as the basis for the quote provided to You.

7. **Adding Additional Suites.** Under your enrollment You may purchase additional Suites during the Term by providing Cisco or Your Reseller with a new EUIF signed by Your authorized representative and approved by Cisco. Any additional Suites You purchase under Your Cisco EA enrollment will co-terminate at the end of the Term. The purchase of additional Suites will not extend the Term. Additional Suites must be added a minimum of twelve (12) months before the end of the Term and will be subject to these Program Terms.
8. **True Forward.** Cisco uses a process to determine the fees due for accessing Software and Services under your enrollment in excess of the Initial Meter Count (“**True Forward**”) unless otherwise stated in the Suite Description. If the Suite includes a growth allowance, then Your Initial Meter Count may be exceeded by the applicable growth allowance and You will not owe any True Forward fees until the growth allowance is exceeded. For the Software and Services included in Your initial purchase, Your Reseller (or Cisco, if the applicable Cisco EA is purchased directly from Cisco) will provide You with a “not to exceed” maximum unit price per meter for any True Forward fees that may be owed during the Term.

A True Forward occurs:

- a) Annually on each anniversary of the Effective Date (if more than one purchased Suite includes a True Forward, then the first anniversary will apply to all purchased Suites); and
- b) At the end of the Term to account for any perpetual Software licenses accessed during the final year of the Term in excess of Your Initial Meter Count and which you have not already purchased under an earlier True Forward event.

Further details on the True Forward process are included in the applicable Suite Descriptions. Cisco reserves the right to validate the meter count upon which a True Forward order is based. If You fail to pay any portion of the applicable True Forward fees when due and You fail to cure that payment breach within thirty (30) days’ notice, Cisco may suspend access to additional Software and Services in the Suite and/or suspend Your and Your Participating Affiliates’ access to the EA Workspace.

9. **Support Services.** Support Services are included in the purchased Suites under your enrollment, and additional Support Services may be available for an additional fee, as indicated in the applicable Suite Description. At each True Forward event, Support Services are charged as follows: (i) for term-based Software and Cloud Services, Your True Forward fees will include Support Services to the end of the Term; and (ii) for perpetual Software licenses, Your Support Services fees are charged separately, with the applicable fees being pro-rated from the date Cisco processes Your True Forward order to the end of the Term.
10. **Term & Termination.** The duration of the Cisco EA will be included in the quote from Your Reseller (or Cisco, if the Cisco EA is being purchased directly from Cisco) (“**Term**”). For each Suite, the effective date of these Program Terms is the date when Cisco makes the Software available for download or available for You and Your Participating Affiliates to use (“**Effective Date**”). The Term commences on the earliest Effective Date of the first Suite that You purchase . All Cloud Services subscriptions and Support Services are term-based and will begin on the applicable Effective Date and continue until the end of the Term. The Suite Descriptions indicate whether

a Software license is a term-based license or perpetual license; term-based Software subscriptions begin on the applicable Effective Date and continue until the end of the Term and perpetual Software begins on the applicable Effective Date, with no termination by Cisco (provided that you comply with the conditions of use set forth in the EULA).

If a party materially breaches the Program Terms (including failure to pay required fees) and does not cure that breach within thirty (30) days' notice, the non-breaching party may terminate these Program Terms for cause ("**Termination**"). At the end of the Term or upon Termination:

- a) You or Your Participating Affiliates, as applicable, may continue to use any perpetual Software licenses, in accordance with the terms of the EULA, that You or Your Participating Affiliates have accessed and paid for as of the end of the Term; and
 - b) All Services and term-based Software licenses terminate; and
 - c) The following rights of You and Your Participating Affiliates terminate:(i) the right to receive Support Services, (ii) the right to add additional licenses or downloads of Software, (iii) the right to activate additional Software licenses or access Cloud Services;
 - d) You and Your Participating Affiliates' access to the EA Workspace terminates; and
 - e) You and Your Participating Affiliates must destroy any product activation keys (PAKs) not in use and must convert Cisco EA PAKs used during the Term to non-Cisco EA PAKs provided by Cisco.
11. **Participating Affiliates.** You are responsible for the compliance of any Participating Affiliates under these Program Terms. In the event there is a change to Your list of Participating Affiliates, You must notify Cisco by sending an email to: ela-affiliate-update@cisco.com, with the following information: Your name, the names of the relevant Affiliates and the then-current quantity of Employees and Contractors, Devices, or other applicable meter for such entities. Such notification shall be provided at either the next True Forward Event (if applicable) or within six (6) months of such change becoming effective, whichever occurs first.
12. **Prior Purchases & Combined Discounts.** The Cisco EA does not apply to and will not modify the terms of purchases of Cisco software, products or services made by You or Your Participating Affiliates prior to the Effective Date. The pricing, discounts, and other incentives offered as part of the Cisco EA may not be combined with any other price reductions, additional discounts, promotional pricing, rebates, credits, trade-in or other pricing programs or incentives Cisco may offer during the Term.
13. **Internal Use Only.** You and Your Participating Affiliates may use purchased Suites under your enrollment solely for Your internal business operations and not for any activities in which You or Your Participating Affiliates (i) provide third parties with access to the purchased Suites, including without limitation, as part of a service bureau, outsourcing, hosting, managed or any other provisioned service, or (ii) act as a reseller.
14. **Delivery & Tax.** Cisco will make electronically delivered Software available to You and Your Participating Affiliates in the transaction country of record and You are responsible for distributing such Software across Your organization. Software delivered on newly purchased Cisco hardware will be made available to You and Your Participating Affiliates at the address provided with the purchase order for the Cisco hardware, and for any such purchases of Cisco hardware You must use the Smart Account assigned to You by Cisco during the setup of Your Cisco EA. Usage of this Smart Account will ensure that EA-covered Software is priced appropriately. To the extent Software is delivered on Cisco hardware, Your tax or customs duty obligations for such hardware



may be inclusive of the value of the Software. Therefore, for importation purposes, the value indicated on importation documents may be higher than the transaction price of the hardware purchase.

15. **No Assignment and Transfer.** You and Your Participating Affiliates may not assign or transfer any rights, or obligations under these Program Terms, including by written agreement, merger, consolidation, divestiture, operation of law, or otherwise (including under Cisco's Software Transfer and Relicensing Policy), except with Cisco's prior written consent, such consent not to be unreasonably withheld.
16. **Export.** Cisco Software and Services are subject to local and extraterritorial export control laws and regulations. You, Your Participating Affiliates, and Cisco will comply with such laws and regulations governing use, export, re-export, and transfer of the Software and Services and will obtain all required local and extraterritorial authorizations, permits or licenses. The export obligations under this clause shall survive the expiration or termination of these Program Terms.
17. **End of Life Policy.** Cisco reserves the right to end of life any Software or Services in any Suite during the Term, consistent with Cisco's standard End of Life Policy, provided that the End of Life Policy does not modify Cisco's obligations under these Program Terms.
18. **Verification.** Upon reasonable request from Cisco, You will assist and make information available to Cisco to facilitate verification of the number of Services or Software licenses that You and Your Participating Affiliates have installed, accessed, deployed, or activated. In the event that Cisco's verification determines that You and Your Participating Affiliates have accessed Software or Services that You have not paid for, then You will be obligated to pay in accordance with Section 6 ("End User Information Form; Payment Obligations").
19. **Supplemental Terms; Order of Precedence.** Supplemental terms govern the Software and Services in the purchased Suite and will be identified in the applicable Suite Description. Software is governed by the Cisco End User License Agreement ("**EULA**") and any applicable supplemental end user license agreements ("**SEULAs**"). Cloud Services are governed by the Cisco Universal Cloud Agreement ("**UCA**") and any applicable offer descriptions. Support Services are governed by the applicable Service Descriptions. All supplemental terms are publicly available at www.Cisco.com. The Program Terms and applicable Suite Description take precedence in the event of a conflict with any of these supplemental terms.

Exhibit A: Definitions

The following definitions apply to the EA Program Terms and all Suites purchased under the Cisco EA.

"Affiliate" means any entity that one of us controls or controls one of us. "Control" means that entity (a) directly or indirectly owns more than 50% of one of us; or (b) has the ability to direct the affairs of one of us through any lawful means (e.g., a contract that allows control).

"Cisco" means Cisco Systems, Inc. or its applicable Affiliate offering the Program Terms.

"Cloud Services" means the Cisco hosted software-as-a-service included in Your purchased Suite and governed by the Cisco UCA and any applicable Cisco offer descriptions.

"Contractors" means non-Employees who (i) work on Your or Your Participating Affiliates' behalf, (ii) whose work is under Your or Your Participating Affiliates' control or supervision pursuant to a consulting, staffing or other similar written contract, and (iii) have access to Your or Your Participating Affiliates' systems or networks in the ordinary course of providing their services to You or Your Participating Affiliates.

"Devices" means computing, networking, or communications devices capable of running the Software or browser plug-ins associated with the Software, and which are owned or controlled by You or Your Participating Affiliates, as applicable.

"Employees" means full or part-time employees of You or Your Participating Affiliates, as applicable.

"End User", **"You"** or **"Your"** mean the final purchasing entity as identified on the EUIF.

"Participating Affiliates" means: (i) those Affiliates that are included in Your EUIF and for which You have paid the appropriate fee(s) to be included in this Cisco EA or You form with existing assets and employees transferred only from such Affiliates or (ii) those Affiliates that You acquire and add to the list of Participating Affiliates under the process set out in these Program Terms.

"Reseller" means the reseller authorized by Cisco to resell Suites under the Cisco EA.

"Smart Account" means the license management account provided to You by Cisco.

"Service Description" means the terms and conditions for the applicable Support Services.

"Services" means Cloud Services and Support Services included in Your purchased Suite.

"Software" means the Cisco software included in Your purchased Suite and governed by the Cisco EULA and any applicable Cisco SEULAs.

"Support Services" means the maintenance, technical support or other support services You have chosen for Your Suite.



Exhibit B: Suite Descriptions

Cisco DNA for Wireless Suite

The Cisco DNA for Wireless Suite includes the components listed below. Software in this Suite is governed by the Cisco EULA. You may not add or subtract any other Software or Services to or from the Suite. For clarity, You and Your Participating Affiliates may use any of the products listed below and will have access to them via the EA Workspace. As described in the EA Program Terms, any licenses You and Your Participating Affiliates access during the Term that are not identified in your EUIF will be charged to You via the True Forward process or, if applicable, under the Initial Growth Cap described below.

Suite	Software	License Type	Meter	Growth Allowance
Cisco DNA for Wireless	<ul style="list-style-type: none"> Cisco DNA Advantage: <ul style="list-style-type: none"> SD-Access & Border Capabilities Assurance Analytics Security Network Analytics Cisco DNA Spaces SEE DNA Essentials (Basic Automation & Monitoring, Element Management, Full Netflow, Application Visibility & Control) Access Point License Prime Infrastructure 	Software (term-based)	Device licenses	None
	<ul style="list-style-type: none"> Cisco DNA Premier for Wireless (Includes all components in Cisco DNA Advantage for Wireless) ISE Base + ISE Plus 	Software (term-based)	Device licenses (Cisco DNA Premier) Nodes, Endpoints (ISE)	None

Optional Licenses	Software	License Type	Meter(s)	Growth Allowance
Stealthwatch Add-on	<ul style="list-style-type: none"> Stealthwatch 	Software (term-based)	Flows, Endpoints, Effective Megaflows	None
Cisco DNA Spaces ACT Add-on	<ul style="list-style-type: none"> Cisco DNA Spaces ACT 	Software (term-based)	Device licenses	None

Support Services

Support Services provided via Cisco Software Support Service and governed by the applicable Service Description.

Additional Suite Terms

The below terms apply to the use of the products and services included in the Cisco DNA for Wireless Suite and take precedence over any conflicting Program Terms.



Growth Allowance and Initial Growth Cap

There is no growth allowance included in this Suite. During the first six (6) months of the Term, if the meter count exceeds more than one hundred and five percent (105%) of the Initial Meter Count identified in the EUIF (“**Initial Growth Cap**”), Cisco reserves the right to immediately adjust the scope of the Cisco EA by the amount of the Initial Growth Cap plus the overage. These additional corresponding fees are payable immediately and will cover the period beginning at the time of the overage through the remainder of the Term.

True Forward Method

Your True Forward order will be based on unpaid for Software and Services (as measured by the meter(s) listed in the tables above) that You or Your Participating Affiliates access in excess of Your initial purchase. To determine your True Forward order, Cisco will use the EA Workspace as described in the Program Terms.

Outsourcing

If You and Your Participating Affiliates choose to outsource the operation, support and maintenance of your network to a third-party outsourcing company or managed service provider, the Suite may not be deployed on or used for hardware products owned or leased by the outsourcer/managed service provider. The Suite can only be deployed or used on Devices owned or controlled by You and Your Participating Affiliates.



Acknowledgement of Program Terms

I HAVE READ THE ENTERPRISE AGREEMENT PROGRAM TERMS ("PROGRAM TERMS"), INCLUDED ABOVE, AND UNDERSTAND THAT IN THE EVENT OF PURCHASE, THESE AGREEMENT TERMS APPLY TO THE SOFTWARE, SAAS, AND SERVICES AS DESCRIBED IN EXHIBIT B SUITE DESCRIPTIONS.

End User Acceptance	
Full Legal Name of the Organization You Represent	DIVISION OF STATE OF INDIANA
Name	John Stipe
Title	Director of Networking
Date	
End User authorized representative signature	