

**Amendment Number 1**  
**to**  
**Contract Number DIR-TSO-4167**  
**between**  
**State of Texas, acting by and through the Department of Information Resources**  
**and**  
**Cisco Systems, Inc.**

This Amendment Number 1 to Contract Number DIR-TSO-4167 (“Contract”) is between the Department of Information Resources (“DIR”) and Cisco Systems, Inc. (“Vendor”). DIR and Vendor agree to modify the terms and conditions of the Contract as follows:

1. **Contract, Section 1, C. Order of Precedence**, is hereby restated in its entirety as follows:

**C. Order of Precedence**

For purchase transactions under this Contract, the order of precedence shall be as follows: this Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor’s Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix D, End User License Agreement; Appendix E, Services Agreement; Appendix F, Master Lease Agreement (MLA); Appendix G, Master Operating Lease Agreement (MOLA); Exhibit 1, Vendor’s Response to RFO DIR-TSO-TMP-425, including all addenda; and Exhibit 2, DIR-TSO-TMP-425, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing purchase transactions. For Lease transactions under this Contract the order of precedence shall be as follows: this Contract; Appendix G, Master Operating Lease Agreement; Appendix F, Master Lease Agreement, as applicable depending on the type of lease; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor’s Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix D, End User License Agreement; Exhibit 1, Vendor’s Response to RFO DIR-TSO-TMP-425, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-425, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing lease transactions. In the event of a conflict between the documents listed in this paragraph related to purchases, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Appendix E, then Appendix F, then Appendix G, then Exhibit 1, and finally Exhibit 2. In the event of a conflict between the documents listed in this paragraph related to lease transactions, the controlling document shall be this Contract, then Appendix F or Appendix G, depending on the type of lease transaction, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

2. **Appendix F, Master Lease Agreement**, is hereby added.
3. **Appendix G, Master Operating Lease Agreement**, is hereby added.
4. **Contract, Section 6, Notification**, is hereby restated in its entirety as follows:

**6. Notification**

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Kelly A Parker, CTPM, CTCM  
Director, Cooperative Contracts  
Department of Information Resources  
300 W. 15<sup>th</sup> St., Suite 1300  
Austin, Texas 78701  
Phone: (512) 475-1647  
Facsimile: (512) 475-4759  
Email: [kelly.parker@dir.texas.gov](mailto:kelly.parker@dir.texas.gov)

If sent to the Vendor:

Mimi Farr  
Sr. Manager, USPS Contracts Management Office  
Cisco Systems, Inc.  
170 West Tasman Drive  
San Jose, California 95134  
Phone: (408) 527-2627  
Facsimile: (408) 608-1802  
Email: [mimnguye@cisco.com](mailto:mimnguye@cisco.com)

5. **Contract, Section 7, Software License, Service and Leasing Agreements** is modified to add new subsections D and E and renumber D to F:

**7. Software License, Service and Leasing Agreements**

**D. Master Operating Lease Agreement**

DIR and Vendor hereby agree that Vendor is authorized to, and to allow as Lessors its Order Fulfillers, utilize the Master Operating Lease Agreement in Appendix G of this Contract for Lessees that are Texas State Agencies or otherwise authorized to conduct lease transactions through DIR contracts.

**E. Master Lease Agreement**

DIR and Vendor hereby agree that Vendor is authorized to, and to allow as Lessors its Order Fulfillers, utilize the Master Lease Agreement in Appendix E of this Contract for DIR authorized entities as Lessees that are **not** Texas State Agencies or otherwise required by statute to utilize the Texas Public Finance Authority for such leasing transactions. Texas State Agencies that have the requisite capital authority and who are

not required to utilize such authority via the Texas Public Finance Authority may or may not be eligible to utilize the Master Lease Agreement; each such agency must confer with its own counsel to make this determination.

**F. Conflicting or Additional Terms**

In the event that conflicting or additional terms in Vendor Software End User License Agreements, Shrink/Click Wrap License Agreements, Service Agreements or linked or supplemental documents amend or diminish the rights of DIR Customers or the State, such conflicting or additional terms shall not take precedence over the terms of this Contract.

In the event of a conflict, any linked documents may not take precedence over the printed or referenced documents comprising this contract; provided further that any update to such linked documents shall only apply to purchases or leases of the associated Vendor product or service offering after the effective date of the update; and, provided further, that, if Vendor has responded to a solicitation or request for pricing, no update of such linked documents on or after the initial date of Vendor's initial response shall apply to that purchase unless Vendor directly informs Customer of the update before the purchase is consummated.

In the event that different or additional terms or conditions would otherwise result from accessing a linked document, agreement to said linked document shall not be effective until reviewed and approved in writing by Customer's authorized signatory.

Vendor shall not without prior written agreement from Customer's authorized signatory, require any document that: 1) diminishes the rights, benefits, or protections of the Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of the Customer; or 2) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

If Vendor attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to the contract between DIR and Vendor or Vendor and Customer, and Vendor will nonetheless be obligated to perform the contract without regard to the prohibited documents, unless Customer elects instead to terminate the contract, which in such case may be identified as a termination for cause against Vendor.

The foregoing requirements apply to all contracts, including, but not limited to, contracts between Customer and Vendor's resellers who pass through product documents and obligations from the Manufacturer or Publisher.

6. **Appendix D, Section 15, Survival**, is hereby restated in its entirety as follows:

**15. Survival**

Subject to Appendix A, Section 4E, of DIR Contract No. DIR-TSO-4167, Sections 4, 5, the warranty limitation in 7(a), 7(b) 7(c), 8, 10, 11, 13, 14, 15, 17 and 18 shall survive termination or expiration of this EULA.

7. **Appendix E, Section 13 (f)**, is hereby restated in its entirety as follows:

f. Subject to Sections d and e above, the term of a SOW shall be as specified in that SOW and each Service provided under this Agreement shall expire at the end of its respective term, which may be after the termination of this Agreement becoming effective.

All other terms and conditions of the Contract as amended, not specifically modified herein, shall remain in full force and effect. In the event of conflict among the provisions, the order of precedence shall be Amendment Number 1, and then the Contract.

[The remainder of this page is left intentionally blank]

**IN WITNESS WHEREOF**, the parties hereby execute this amendment to be effective as of the date of the last signature.

**Cisco Systems, Inc.**

**Authorized By:** Signature on File

**Name:** Jennifer Pate

**Title:** Authorized Signatory

**Date:** 7/18/2018

**The State of Texas, acting by and through the Department of Information Resources**

**Authorized By:** Signature on File

**Name:** Colleen Berkley for Hershel Becker

**Title:** Director Procurement Services

**Date:** 7/26/2018

**Office of General Counsel:** Signature on File, 7/23/2018