

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

23-863 A-1

SAP Number

Innovation and Technology Department

Department Contract Representative	Staci McClane
Telephone Number	909-388-0622
Contractor	Cisco Systems, Inc..
Contractor Representative	Rich Eyer
Telephone Number	951-317-4364
Contract Term	Date of last signature and coterminous with the term of the Cisco Technology as purchased from the Presidio Networked Solutions Group, LLC
Original Contract Amount	Non-financial
Amendment Amount	N/A
Total Contract Amount	Non-financial
Cost Center	1200604048, 1201404048

Briefly describe the general nature of the contract: *Letter of Agreement with Cisco Systems, Inc. for the End User License Agreement effective on the date of last signature and coterminous with the term of the Cisco Technology as purchased from the Presidio Networked Solutions Group, LLC.*

FOR COUNTY USE ONLY

Approved as to Legal Form

Bonnie Uphold
Bonnie Uphold, Supervising Dep. County Counsel

Date 8-9-2023

Reviewed for Contract Compliance

Date _____

Reviewed/Approved by Department

Date _____



July 20, 2023

Address: San Bernardino County
670 E. Gilbert Street, San Bernardino, CA 92415

Subject: Letter of Agreement between Cisco Systems, Inc. and San Bernardino County for Cisco for the purchase of certain Cisco Suites pursuant to an Enterprise Agreement under Cisco Deal ID 68534263 or related Deal ID ("**Deal ID**").

To Whom It May Concern,

This letter agreement ("**Letter Agreement**") between Cisco Systems, Inc. ("**Cisco**"), with its principal place of business at 170 West Tasman Dr. San Jose, CA 95134 and San Bernardino County ("**Customer**") with a principal place of business at 670 E. Gilbert Street, San Bernardino, CA 92415 sets forth the understanding of the parties with respect to Customer's purchase of the Cisco Suites under the Deal ID, as identified in Cisco Enterprise Agreement 3.0 Program Terms for End Users ("**EA Program Terms**") and the Cisco End User License Agreement ("**Cisco EULA**") , from a Cisco authorized reseller ("**Reseller**").

Suites for the Deal ID are being purchased by Customer under the **EA Program Terms** and is subject to the **Cisco EULA**, including the Insurance Attachment to the Cisco EULA. This Letter Agreement modifies the Cisco EULA between Customer and Cisco solely for the purpose of this Deal ID. All capitalized terms not defined in the Letter Agreement shall have the meaning given to them in the EA Program Terms or the Cisco EULA. In the event of a conflict between this Letter Agreement, EA Program Terms or the Cisco EULA, this Letter Agreement will prevail with respect to the subject matter herein. Except as modified by the terms of this Letter Agreement, the EA Program Terms and the Cisco EULA shall remain in full force and effect.

With respect to the transaction contemplated by this Letter Agreement, the Parties agree as follows:

1. This Letter Agreement and amendments stated herein will be effective from the date of last signature below ("**Effective Date**") and will be coterminous with the term of the Cisco Technology as purchased by Customer from Reseller ("**Term**") under this Deal ID.
2. The Cisco EULA is hereby modified as follows:
 - a) Section 9.2 in Section 9 "Liability" is hereby deleted entirely and replaced with the following:
"**9.2** The maximum aggregate liability of each party under this EULA is limited to one million dollars (US\$1,000,000)"
 - b) The following subsection in Section 9.3 of Section 9 "Liability" shall be added:
"**9.3 c)** Claims arising from Cisco's gross negligence, willful misconduct, or violation of law."
 - c) Section 12.3(b)(1) "Assignment and Subcontracting" shall be deleted in its entirety and replaced with the following:
"**12.3(b)(1)** Cisco may assign this EULA, in whole as part of a corporate reorganization, consolidation, merger, or sale of all of its assets, provided that Cisco provides You with ten (10) days' prior written notice of such assignment, or if legally prohibited from providing prior notice, within 10 days after the effective date of the assignment, and You have the right to terminate this EULA, if required by applicable law."

d) Section 12.6 "Modifications to the EULA" is hereby deleted in its entirety and replaced with the following:

"**12.6** Cisco may change its standard EULA or any of its components by updating the EULA on Cisco.com. Notwithstanding the foregoing, any alterations, variations, modifications, or waivers of the provisions of this EULA shall be valid only when reduced to writing, executed, and approved by the person(s) authorized to do so on behalf of Cisco and You. Such changes shall apply to any new Entitlements acquired or renewed after the date of modification unless You and Cisco agree on a modified EULA for such Entitlements."

e) The following new Section 12.17 "Insurance" is hereby added and shall be applicable for purchases under this Deal ID or related Deal ID for the duration of the Term:

"**12.17** Insurance. See Attachment A "Insurance" for Insurance terms applicable under this Cisco EULA."

3. Cisco has disclosed to San Bernardino County ("County") using - Campaign Contribution Disclosure pursuant to Senate Bill 1439, whether it has made any campaign contributions of more than \$250 to any member of the County Board of Supervisors ("Board") or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Cisco's proposal to the County, or (2) 12 months before the date this Agreement was approved by the Board. Cisco acknowledges that under Government Code section 84308, Cisco is prohibited from making campaign contributions of more than \$250 to any member of the Board or other County elected officer for 12 months after the County's consideration of the Agreement. In the event of a proposed amendment to this Agreement, Cisco will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the Board or other County elected officer within the preceding 12 months of the date of the proposed amendment. Campaign contributions include those made by any agent/person/entity on behalf of Cisco or by a parent, subsidiary or otherwise related business entity of Cisco.
4. This Letter Agreement represents the entire understanding of the parties with respect to its subject matter and supersedes any prior oral or written communications or understandings with respect to the subject matter herein and may only be amended by a written document signed by both parties.

The parties have caused this Letter Agreement to be duly executed. Each party represents that its respective signatory whose signature appears below has been and is on the date of signature duly authorized to execute this Letter Agreement. This Letter Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Letter Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Letter Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Letter Agreement upon request.

SAN BERNARDINO COUNTY

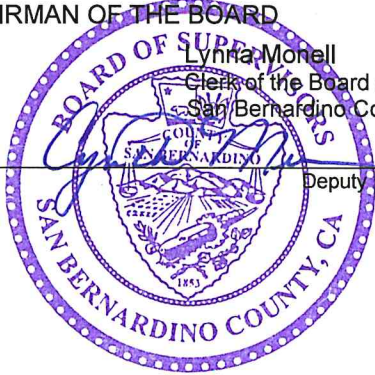
► Dawn Rowe

Dawn Rowe, Chair, Board of Supervisors

Dated: AUG 22 2023

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

By Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County
Deputy



Cisco Systems, Inc.

(Print or type name of corporation, company, contractor, etc.)

By ► Jenn Pate

(Authorized signature - sign in blue ink)

Jenn Pate

Name

(Print or type name of person signing contract)

Title Authorized Signatory

(Print or Type)

Dated:

170 West Tasman Dr.

Address

San Jose, CA 95134