

Cisco IronPort – Commonwealth of Virginia Addendum to Terms of Service for Cisco Registered Envelope Service

This addendum (“Addendum”) to the Terms of Service (“Standard Cisco ToS”) found at <https://res.cisco.com/websafe/termsOfService> for the Service is entered into on March 13 20115 (“Addendum Effective Date”) by the Virginia Information Technologies Agency (“Agency”) and Cisco IronPort Systems, LLC (“IronPort”). Capitalized terms used but not defined in this Addendum have the meanings given them in the Standard Cisco ToS.

PREAMBLE

The parties recognize that Agency, as a government agency of the Commonwealth of Virginia, is required to follow applicable Virginia law governing its agreements with other parties. Agency and IronPort agree that modifications to the Standard Cisco ToS are necessary and appropriate to accommodate Agency’s legal status and public mission.

TERMS

The parties hereby agree as follows:

- 1. Governmental use:** This Addendum applies to official use (*i.e.*, use of the Service as provisioned through Agency’s infrastructure services vendor) by state and local Virginia governmental entities and their employees and other personnel (“Commonwealth Users”).
- 2. Precedence:** If there is any conflict between this Addendum and the Standard Cisco ToS, this Addendum shall prevail.
- 3. Amendment:** IronPort may amend the Standard Cisco ToS from time to time. IronPort will post modifications to the Standard Cisco ToS at the Standard Cisco ToS URL listed above. Changes will not apply retroactively. This Addendum will continue to supersede such modifications to the Standard Cisco ToS. This Addendum may be amended only upon written agreement executed by both parties.
- 4. Termination:** Either party may terminate this Addendum at any time by written notice to the other. Agency or Commonwealth Users may cease use of the Service at any time.
- 5. Confidentiality of Content:** Notwithstanding any more expansive language in the Standard Cisco ToS, including in Section 6 (Registrant Conduct), IronPort will not access or disclose the Content except (i) as necessary to provide the Service; (ii) pursuant to advanced written permission by a Commonwealth User with authority to so permit; or (iii) as required by law.
- 6. Indemnification:** All indemnification provisions of the Standard Cisco ToS, including Section 9 (Indemnity), are hereby waived, except to the extent indemnification is expressly authorized by Virginia law.
- 7. No business relationship created:** The parties are independent entities and nothing in this Addendum or the Standard Cisco ToS creates an agency relationship, partnership, or joint venture.
- 8. Waiver and Severability of Terms:** The failure of either party to exercise or enforce any right or provision of this Addendum shall not constitute a waiver of such right or provision. If any provision of this Addendum is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties’ intentions as reflected in the provision, and the other provisions of the Addendum remain in full force and effect.

9. **Third Party Claims:** No part of the Standard Cisco ToS or this Addendum is intended, or shall be interpreted, to (i) create a cause or right of action for any third party against IronPort, Agency, or Commonwealth User; or (ii) waive sovereign immunity with respect to any claim by any third party against Agency or a Commonwealth User. The parties agree that IronPort has no liability or responsibility for the substance of Content created by Commonwealth Users.
10. **Legal Compliance:** Each party shall at all times perform its obligations under the Standard Cisco ToS and this Addendum in compliance with all applicable laws and regulations, and Commonwealth Users shall at all times comply with all applicable law in their use of the Service.
11. **Choice of law and forum:** This Addendum and the relationship between IronPort and Agency will be governed by and interpreted and enforced in accordance with Virginia law without regard to its conflict of law provisions. Any action arising from or related to this Addendum shall be brought in the courts of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the parties have executed this Addendum, which shall be effective as of the date of Agency's signature below.

Cisco IronPort Systems, LLC

By: _____

Name: **Juan Pablo Brockmann**

Title: **Director, Finance**

Date: January 13, 2015

Virginia Information Technologies Agency

By: _____

Name: **Francine C. Barnes**

Title: **Contract Manager**

Date: **March 13, 2015**

APPROVED BY LEGAL