

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into between the States of California, Delaware, Florida, Hawaii, Illinois, Indiana, Minnesota, Nevada, New Jersey, New Mexico, New York, North Carolina, Tennessee, the Commonwealths of Massachusetts and Virginia, the District of Columbia (collectively the “States”), the defendant Cisco Systems, Inc. (“Cisco”), and Relator James Glenn (the “Relator”), each through their authorized representatives. The foregoing parties are hereinafter collectively referred to as “the Parties.”

PREAMBLE

WHEREAS, on or about May 10, 2011, Relator filed a *qui tam* action (the “Action”) captioned *United States et al. ex rel. Glenn v. Cisco Systems, Inc.*, Case No. 11-CV-0400(A) (W.D.N.Y.) pursuant to the federal False Claims Act and the false claims acts of the States, alleging violations of the false claims acts of the States and of the federal False Claims Act (“Relator’s Complaint”); and

WHEREAS, the States thereafter commenced investigations in connection with the allegations of the Relator’s Complaint; and

WHEREAS, as a result of those investigations, the States contend that they have certain civil claims against Cisco under their respective false claims acts; and

WHEREAS, due to the nature of their respective state false claims acts, the Attorneys General of the States of California, Florida, Hawaii, Illinois, Indiana, Minnesota, and New Jersey sign this Agreement on behalf of their respective States only,

and not on behalf of their local governments and political subdivisions (collectively, the “Political Subdivisions”), whose claims they are not legally empowered to release;

WHEREAS, Cisco has agreed to this Agreement in settlement of the Action and the Covered Conduct (defined below) and to avoid the time, expense, and distraction of litigation, and the States have agreed to accept the terms of the Agreement and discontinue their investigations in connection with the Covered Conduct;

WHEREAS, this Agreement is made in compromise of disputed claims and is neither an admission or denial of liability by Cisco, nor a concession by the States and/or Relator that their claims are not well-founded; and

WHEREAS, Relator claims entitlement under the States’ false claims acts to a share of the proceeds of this Agreement and to Relator’s reasonable expenses, attorney’s fees and costs;

NOW THEREFORE, in consideration of the mutual promises and obligations of the Agreement, the Parties agree fully and finally to settle the Action and the Covered Conduct pursuant to the terms and conditions below:

BACKGROUND

1. Cisco is a corporation with a principal place of business in San Jose, California. Cisco manufactures and sells, primarily through its authorized technology partners, various products and services including, among other things, computer networking, voice, and communications technology products and services.

2. The States’ investigation revealed that, as relevant here, Cisco offered the Video Surveillance Manager suite of products comprising three pieces of software: Cisco Video Surveillance Media Server, Cisco Video Surveillance Operations Manager, and

Cisco Video Surveillance Virtual Matrix (hereafter collectively referred to as the “VSM”), including a software product that allows users, among other things, to manage and monitor a large number of video surveillance cameras. Cisco sold, directly or through its resale channel, the VSM to the States and various state and local government entities and/or political subdivisions thereof.

3. The States contend that in May 2008 (if not earlier), Cisco became aware of certain security vulnerabilities in the VSM that potentially allowed unauthorized access to the software, as alleged in the Relator’s Complaint. Cisco released a Best Practices Guide in February 2009, which Cisco contends addressed such vulnerabilities. Cisco did not publish a Security Advisory addressing the vulnerabilities until July 2013.

4. As a result, the States contend that claims submitted to the States for payment for the VSM during the period prior to the publication of the Security Advisory were false claims within the meaning of the false claims acts of the States.

5. The conduct set forth in Paragraphs 1 through 4 is referred to herein as the “Covered Conduct.”

TERMS AND CONDITIONS

Payment of the Settlement Amount

6. Subject to the terms of this Agreement, Cisco will pay the total sum of no more than Six Million U.S. Dollars (\$6,000,000.00) (the “Settlement Amount”) in the manner described herein. The Settlement Amount resolves claims for damages, restitution, penalties, attorney’s fees and costs made by the States and their Political Subdivisions, and includes the Relator’s share, *i.e.*, the share to which the Relator is entitled under the States’ false claims acts (“Relator’s Share”).

7. Cisco agrees that it will not claim, assert, or apply for a tax deduction or tax credit on any State, Commonwealth or District tax return, for any portion of the Settlement Amount.

8. The States and Cisco agree that, for purposes of I.R.C. § 162(f), one-third of the total portion of the Settlement Amount paid constitutes restitution to the States within the meaning of I.R.C. § 162(f)(2).

9. The States acknowledge that the apportionment of the Settlement Amount among the States and the Political Subdivisions reflected herein is correct, and the Parties agree that no dispute between or among any or all of the States and the Political Subdivisions regarding such apportionment shall be grounds for termination of this Agreement, or shall entitle any State or Political Subdivision to avoid or otherwise fail to perform under this Agreement. The Parties agree that no dispute between or among any or all of the States and Relator regarding the apportionment or payment of Relator's Share shall be grounds for termination of this Agreement, or shall entitle any State or Relator to avoid or otherwise fail to perform under this Agreement as it relates to Cisco.

Cisco's Payment to the States

10. Within fifteen (15) calendar days following the Effective Date (defined below) of this Agreement, Cisco agrees to pay to the States the total sum of Three Million, Five Hundred Sixty-Three Thousand, Five Hundred Seventy-Nine U.S. Dollars and Thirty-One Cents (\$3,563,579.31) ("State's Share Amounts"), apportioned as set out in Columns 1 and 3 of the instructions provided by the Office of the New York State Attorney General on behalf of the States to Cisco's counsel by letter dated July 17, 2019 (the "July 17, 2019 Instructions"), pursuant to the wire instructions previously provided

to Cisco's counsel or by check to the order of the payee, and sent to the address, indicated in Column 6 of the July 17, 2019 Instructions entitled "Payment Instructions for Payments Due Under Terms of Settlement Agreement."

11. Within fifteen (15) calendar days following the Political Subdivision Check Negotiation Deadline (defined below), Cisco agrees to pay California a sum equal to the total of only those amounts set out in Column 5 of the July 17, 2019 Instructions entitled "Withheld CA Share" corresponding to each California Political Subdivision Check (defined below) negotiated by the California Political Subdivision payee pursuant to this Agreement, pursuant to the wire instructions previously provided to Cisco's counsel.

Cisco's Payment to the Political Subdivisions

12. Within fifteen (15) calendar days following the Effective Date (defined below) of this Agreement, Cisco agrees to pay to the Political Subdivisions, subject to the provisions herein concerning Political Subdivision releases of Cisco, in aggregate, the sum of Eight Hundred Sixty-Nine Thousand, Seven Hundred Eighty U.S. Dollars and Thirty Cents (\$869,780.30), by issuing checks to each Political Subdivision ("Political Subdivision Checks") to the payees set out in the July 17, 2019 Instructions in Column 2, entitled "Political Subdivision," in the amounts set out in the July 17, 2019 Instructions in Column 3 entitled "Amount Payable," and presenting such Political Subdivision Checks, grouped by state in which the Political Subdivision is situated, to the undersigned Attorneys General for the States of California, Florida, Indiana, Minnesota, and New Mexico. Each Political Subdivision Check shall bear the following notice: "Negotiation

of this check constitutes payee's release of Cisco in accordance with the executed Settlement Agreement provided with this check."

13. Cisco shall make no payment to Political Subdivisions in the State of Illinois. The State of Illinois shall allocate the Illinois State's Share Amount pursuant to 740 ILCS 175/8. After allocation of monies to the Attorney General, the Department of State Police, and Relator, pursuant to 740 ILCS 175/8(b), the Attorney General of the State of Illinois will direct the Illinois State Treasurer to disburse the remaining funds from the Illinois State's Share Amount to the Illinois Political Subdivisions listed in Column 2 of the July 17, 2019 Instructions entitled "Political Subdivision," pursuant to 740 ILCS 175/4(d)(2), in the amounts set forth for Illinois Political Subdivisions in Column 3 of the July 17, 2019 Instructions entitled "Amount Payable." The State of Illinois shall retain any remaining funds from the States' Share Amount of Illinois, and all interest in those funds, and any subsequent interest or income derived therefrom, shall inure entirely to the benefit of the State of Illinois, pursuant to 740 ILCS 175/8.

14. Within forty-five (45) calendar days of the Effective Date, or thirty (30) calendar days following receipt of such checks, whichever is later, each of the States of California, Florida, Indiana, Minnesota, and New Mexico agree to provide such checks to the Political Subdivision to which each check is payable, via (i) delivery in person, (ii) a nationally recognized next-day courier service, or (iii) first class, registered or certified mail, postage prepaid, together with a copy of this Agreement and a notice (the "Notification") that includes the following language, to be set in boldface type:

By accepting and depositing the enclosed check by [States to insert date 135 days from the Effective Date], you are consenting to and agreeing to be bound by the provisions of the enclosed Settlement Agreement, including the States' Release of Cisco and the Exceptions

to States' Release of Cisco provisions in Paragraphs 21 and 22 of the Settlement Agreement.

Cisco will stop payment on the enclosed check on [States to insert date 136 days from the Effective Date]. If you do not deposit the enclosed check before that date, you will forfeit your *pro rata* share of the settlement proceeds.

15. Within thirty-five (35) calendar days of providing the Political Subdivision Checks and Notifications to the Political Subdivision payees pursuant to Paragraph 14, each of the States of California, Florida, Indiana, Minnesota and New Mexico agree to provide Cisco with copies of the Notification and the check it provided to each Political Subdivision to which Cisco has issued a Political Subdivision Check, together with copies of delivery confirmations of such Notification and check, or similar reasonable evidence of delivery of such Notification and check. Each of the States of California, New Mexico, and Minnesota further agree to provide Relator with copies of the Notification it provided to each Political Subdivision to which Cisco has issued a Political Subdivision Check, together with copies of delivery confirmations of such Notification, or similar reasonable evidence of delivery of such Notification.

16. One hundred and five (105) calendar days from the Effective Date, Cisco shall provide each of the States of California, Florida, Indiana, Minnesota, and New Mexico with a complete and accurate written accounting of: (i) all negotiated Political Subdivision Checks as of the accounting's date, and (ii) all non-negotiated Political Subdivision Checks as of the accounting's date. If any Political Subdivision Check payee has not negotiated such check by one hundred thirty-five (135) calendar days from the Effective Date ("Political Subdivision Check Negotiation Deadline"), Cisco shall have the right to stop payment on such check commencing upon the day after the Political

Subdivision Check Negotiation Deadline. Within twenty (20) calendar days after the Political Subdivision Check Negotiation Deadline, Cisco shall provide each of the States of California, Florida, Indiana, Minnesota, New Mexico and Relator with a complete and accurate written accounting of: (i) all negotiated Political Subdivision Checks as of the Political Subdivision Check Negotiation Deadline, and (ii) all Political Subdivision Checks that were not negotiated by the Political Subdivision Check Negotiation Deadline.

17. The Parties agree that the Political Subdivisions must agree to be bound by the Agreement in order to be entitled to negotiate the Political Subdivision Checks. The Parties agree that any Political Subdivision that has not negotiated the Political Subdivision Check issued in its name by the Political Subdivision Check Negotiation Deadline is not bound by the Agreement, and is no longer entitled to any payment from Cisco under this Agreement. The Parties further agree that neither Relator nor any State is entitled to any share of any Political Subdivision Check not negotiated by the Political Subdivision Check Negotiation Deadline, and that California is not entitled to, and Cisco is not required to pay, the Withheld California Share for any California Political Subdivision Check not negotiated by a California Political Subdivision payee pursuant to this Agreement.

Payments to Relator

18. Within fifteen (15) calendar days following the Effective Date, Cisco agrees to pay Relator the sum of the Relator's Share of amounts payable to the States (*i.e.*, the sum of the amounts in Column 4 of the July 17, 2019 Instructions entitled "Relator's Share" corresponding only to those amounts in Column 3 received by the

States, as opposed to Political Subdivisions), equaling Seven Hundred Ninety-Five Thousand, Two Hundred Eight U.S. Dollars and Fifty-One Cents (\$795,208.51), through electronic transfer to a trust account for Relator through Relator's counsel, in accordance with the wire instructions previously provided by Relator's counsel to Cisco's counsel.

19. Within fifteen (15) calendar days following the Political Subdivision Check Negotiation Deadline, Cisco agrees to pay Relator an amount equal to the aggregate Relator's Share attributable to the aggregate amount of all Political Subdivision checks negotiated by the California, Minnesota, and New Mexico Political Subdivisions on or before the Political Subdivision Check Negotiation Deadline (*i.e.*, Cisco agrees to pay the sum of the Relator's Share amounts in Column 4 of the July 17, 2019 Instructions corresponding only to those amounts in Column 3 received by the California, Minnesota, and New Mexico Political Subdivisions that negotiated their checks by the Political Subdivision Check Negotiation Deadline), through electronic transfer to a trust account for Relator through Relator's Counsel, in accordance with the wire instructions previously provided by Relator's Counsel to Cisco's counsel.

20. After receiving the payment from Cisco set out in Paragraph 10 above, the State of Illinois agrees to pay Relator the sum of Seventy-Six Thousand, Five Hundred Forty-Nine U.S. Dollars and Ten Cents (\$76,549.10) through electronic transfer to a trust account for Relator, through Relator's counsel, in accordance with written instructions to be provided by Relator's counsel.

States' Releases

States' Release of Cisco

21. In consideration of and subject to the obligations and representations of Cisco in this Agreement, and conditioned upon the completed payment by Cisco of the Settlement Amount according to the terms herein and subject to Paragraph 29 herein (concerning bankruptcy proceedings commenced within ninety-one (91) days of the Effective Date of this Agreement or any payment to the States under the Agreement, whichever is later), the States, together with their agencies, officers, employees, servants, attorneys, and agents, fully and finally release Cisco, together with its current and former parent corporations, direct and indirect subsidiaries, brother or sister corporations, divisions, current or former owners, officers, directors, agents, employees, and affiliates, and the successors and assigns of any of them, from any civil or administrative claims (if applicable) the States have asserted, could have asserted, or may assert in the future, whether under the States' false claims acts or any other statutory or common law, arising from the Covered Conduct or the allegations in the Relator's Complaint, provided, however, that (a) the States of California, Florida, Hawaii, Illinois, Indiana, Minnesota, and New Jersey cannot and do not release any claims on behalf of the Political Subdivisions situated within their states; (b) the State of California's release herein extends only to claims the California Attorney General has the authority to release for the Covered Conduct; (c) the states of Massachusetts and North Carolina do not release any claims on behalf of any agencies or Political Subdivisions within their states other than claims arising under each such state's false claims act; and (d) the state of Florida cannot and does not release any claims other than claims arising under Florida's false claims act.

Exceptions to States' Release of Cisco

22. Notwithstanding any term of this Agreement, the States specifically do not release any person or entity from any of the following liabilities:

- a. Any liability of any kind arising from any purchase of VSM not included in the attachment to the letter dated July 17, 2019 sent by Cisco's counsel to the Office of the New York State Attorney General for transmission to the States (the "July 17, 2019 Letter");
- b. Any civil, criminal, or administrative liability arising under state or municipal tax laws;
- c. Any criminal liability;
- d. Any liability to the States (or their agencies) for any conduct other than that arising from the Covered Conduct or the allegations in Relator's Complaint;
- e. Any liability based upon such obligations as are created by this Agreement;
- f. Any liability not covered by this Agreement for express or implied warranty claims or other claims for defective or deficient products or services, including quality of goods and services;
- g. Any liability for personal injury or property damage arising from the Covered Conduct;
- h. Any liability not covered by this Agreement for failure to deliver goods or services due;

- i. Any claims against and liability of individuals, except as provided for herein; and
- j. Except as explicitly stated herein, any administrative liability, including suspension and debarment rights of any state agency.

Relator's Releases

Relator's Release of Cisco

23. In consideration of and subject to the obligations and representations of Cisco in this Agreement, and conditioned upon Relator's receipt from Cisco of completed payment of the Relator's Share according to the terms herein Relator, for himself individually, and for his heirs, personal representatives, legal representatives, successors, attorneys, agents and assigns, fully and finally releases Cisco, together with its current and former parent corporations, direct and indirect subsidiaries, brother or sister corporations, divisions, current or former owners, officers, directors, agents, employees, and affiliates, and the successors and assigns of any of them, from any civil claims Relator has asserted, could have asserted, or may assert in the future, whether under the States' false claims acts or any other statutory or common law, arising from the Covered Conduct or the allegations in the Relator's Complaint, that Relator has on behalf of himself or of the States or of any of the Political Subdivisions; provided, however, that nothing in this Agreement shall be deemed to release Relator's claims on behalf of himself and the United States under the federal False Claims Act, which are to be resolved via a separate agreement to be executed concurrently, nor be deemed to preclude Relator from seeking to recover for any liability of any kind arising from any purchase of VSM not included on Exhibit A to the July 17, 2019 Letter, or any claims based on an

alleged breach of this Agreement, or for his expenses or attorney's fees and costs from Cisco, pursuant to applicable provisions of the federal and states false claims acts, which claims are expressly reserved by Relator.

Relator's Release of the States and Political Subdivisions

24. In consideration of and conditioned upon the mutual releases and payments set forth herein, the Relator, for himself individually, and for his heirs, personal representatives, legal representatives, successors, attorneys, agents and assigns, fully and finally releases the States, their agencies, officers, employees, servants, attorneys, agents and any Political Subdivision which pursuant to this Agreement negotiates the Political Subdivision Check issued in its name from any claims (including claims for attorney's fees, costs, and expenses of every kind and however denominated) that Relator has asserted, could have asserted, or may assert in the future against the States, arising from Relator's and the States' investigations and prosecutions of the Covered Conduct, the allegations in Relator's Complaint, or from any other claim for a share of the Settlement Amount, including but not limited to any share of the amounts paid to the Political Subdivisions of Florida and Indiana pursuant to this Agreement. Relator accepts the payment described in Paragraphs 18, 19 and 20 in full settlement of any claims Relator may have against the States under this Agreement or as a result of the Action. This Agreement does not resolve or in any manner affect any claims the States have or may have against Relator arising under state tax laws, or any claims arising under this Agreement.

Relator's Agreement Concerning the Settlement Agreement

25. Relator, for himself individually, and for his heirs, personal representatives, legal representatives, successors, attorneys, agents and assigns, agrees not to object to this Agreement and agrees and confirms that this Agreement is fair, adequate, and reasonable pursuant to New York State Finance Law § 190(5)(b)(ii) and the similar provisions of each of the other States' false claims acts.

Cisco's Releases

Cisco's Release of the States and Political Subdivisions

26. Cisco, together with its current and former parent corporations, direct and indirect subsidiaries, brother or sister corporations, divisions, current or former owners, officers, directors, agents, employees, and affiliates, and the successors and assigns of any of them, fully and finally releases the States, their agencies, officers, employees, servants, attorneys, agents, and only those Political Subdivisions that pursuant to this Agreement negotiate the Political Subdivision Check issued in their names by the Political Subdivision Check Negotiation Deadline from any claims (including claims for attorney's fees, costs, and expenses of every kind and however denominated) that Cisco has asserted, could have asserted, or may assert in the future against the States, their agencies, officers, employees, servants, attorneys, agents and assigns, arising from the Covered Conduct, the allegations in the Relator's Complaint, and from Relator's and the States' investigations and prosecutions thereof. Nothing in this Agreement shall be deemed to preclude Cisco from pursuing any claims based on any State(s)'s alleged breach of this Agreement.

Cisco's Release of Relator

27. Cisco, together with its current and former parent corporations, direct and indirect subsidiaries, brother or sister corporations, divisions, current or former owners, officers, directors, agents, employees, and affiliates, and the successors and assigns of any of them, fully and finally releases Relator, his heirs, personal representatives, legal representatives, successors, attorneys, agents and assigns from any claims (including claims for attorney's fees, costs, and expenses of every kind and however denominated) that Cisco has asserted, could have asserted, or may assert in the future against the Relator himself individually, his heirs, personal representatives, legal representatives, successors, attorneys, agents and assigns, arising from the Covered Conduct, the allegations in the Relator's Complaint and from Relator's and the States' investigations and prosecutions thereof. Nothing in this Agreement shall be deemed to preclude Cisco from pursuing any claims based on Relator's alleged breach of this Agreement.

Notice of Discontinuance

28. In consideration of the obligations of Cisco as set forth in this Agreement and subject to the exceptions set forth in this Agreement, within five (5) business days after receiving the wire transfer payments and checks specified in paragraphs 10, 12 and 18, Relator and the States shall file a Stipulation of Dismissal in the form attached hereto as Exhibit B.

Bankruptcy and Non-Payment

29. If within ninety-one (91) days of the Effective Date of this Agreement or of any payment made under this Agreement, Cisco or a third party commences any case, proceeding, or other action under any law relating to bankruptcy, insolvency,

reorganization, or relief of debtors (a) seeking to have any order for relief of its or their debts, or seeking to adjudicate Cisco as bankrupt or insolvent; or (b) seeking appointment of a receiver, trustee, custodian, or other similar official for Cisco or for all or any substantial part of its or their assets, Cisco agrees as follows:

- a. Cisco's obligations under this Agreement may not be avoided pursuant to 11 U.S.C. § 547, and Cisco shall not argue or otherwise take the position in any such case, proceeding, or action that: (i) its obligations under this Agreement may be avoided under 11 U.S.C. § 547; (ii) it was insolvent at the time this Agreement was entered into, or became insolvent as a result of the payment of the Settlement Amount; or (iii) the mutual promises, covenants, and obligations set forth in this Agreement do not constitute a contemporaneous exchange for new value given to Cisco.
- b. If Cisco's obligations under this Agreement are avoided for any reason, including, but not limited to, through the exercise of a trustee's avoidance powers under the Bankruptcy Code, any State, at its sole option, may rescind the releases in this Agreement insofar as it affects any State and bring any civil and/or administrative claim, action, or proceeding against Cisco for the claims that would otherwise be covered by the releases provided above, and Cisco agrees that (i) any such claims, actions, or proceedings brought by any of the States are not subject to an "automatic stay" pursuant to 11 U.S.C. § 362(a) as a result of the action, case, or proceedings described in the first clause of this Paragraph, and Cisco shall not argue or otherwise contend that any state's claims, actions, or

proceedings are subject to an automatic stay; (ii) it shall not plead, argue, or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel, or similar theories, to any such civil or administrative claims, actions, or proceedings that are brought by any State within 60 calendar days following written notification to Cisco that the releases have been rescinded pursuant to this Paragraph, except to the extent such defenses were available on the Effective Date of the Agreement; and (iii) the States may pursue their claims against Cisco in the amount of treble damages plus penalties under the applicable false claims acts, in the case, action, or proceeding referenced in the first clause of this Paragraph, as well as in any other case, action, or proceeding.

- c. Cisco acknowledges that its agreements in this Paragraph are provided in exchange for valuable consideration provided in this Agreement.

30. In the event of the failure by Cisco to make any or all payments of the Settlement Amount pursuant to the terms herein, the State(s) with respect to which Cisco failed to make such payment(s) will provide written notice of the non-payment to Cisco (“Non-Payment Notice”). Such Non-Payment Notice shall be given to the persons and at the addresses designated in Paragraph 42 by (i) delivery in person, (ii) a nationally recognized next-day courier service, or (iii) first class, registered or certified mail, postage prepaid. Non-Payment Notice so given shall be effective upon (i) receipt, or (ii) on the fifth (5th) day following mailing, whichever occurs first. Cisco shall have an opportunity to pay the unpaid balance that is the subject of such Non-Payment Notice within ten (10) business days from the effective date of the Non-Payment Notice. If

Cisco fails to pay the overdue unpaid balance of its payment obligations under this Agreement within ten (10) business days from the effective date of the Non-Payment Notice (such failure referred to herein as “Default”), the State(s) with respect to which Cisco failed to make such payment(s), in its sole discretion, may declare or do any or all of the following, or may exercise, without limitation, any remedies available under law, including:

- a. Declare the entire Settlement Amount due to such State, less any payments already made, and less any amounts in Political Subdivision Checks not negotiated by the Political Subdivision Check Negotiation Deadline, immediately due and payable, with unpaid amounts bearing the default rate of interest at the interest rate set forth in New York Civil Practice Law and Rules § 5004 beginning as of the date of Default until payment of the remaining Settlement Amount is made in full; and/or
- b. Pursue all available remedies to enforce this Agreement and remedy violations of this Agreement. In the event of a Default as described in this Paragraph, Cisco agrees not to contest any action to enforce this Agreement or any other collection action undertaken by the State(s) concerned pursuant to this Paragraph or pursuant to law, provided that Cisco may assert any defense that its failure to make payments results from a breach of the Agreement by any other party to the Agreement, and if the State(s) prevail in such action, Cisco agrees to pay the State(s) concerned, without limitation, all reasonable costs of collection and enforcement of this Agreement, including attorney’s fees, expenses and

court costs including the costs of contesting any defense that Cisco's failure to make payments results from a breach of the Agreement by any other party to the Agreement; and/or

- c. Rescind its agreement to this Agreement as to Cisco and reinstitute an action or actions against Cisco in this Court as a result of Default pursuant to this Paragraph. In the event the State(s) concerned reinstitutes such an action, Cisco: (1) expressly agrees not to plead, argue, or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel or similar theories, except to the extent such defenses were available on the date the Action was filed, to any civil or administrative claims filed as a result of Default pursuant to this Paragraph which (i) are filed by the State(s) concerned after the written notification to Cisco of Default, and (ii) relate to the Covered Conduct; and (2) further waives and will not assert any defenses Cisco may have to any such civil or administrative action filed as a result of Default pursuant to this Paragraph relating to the Covered Conduct, provided that such waiver shall not be construed as a modification, contradiction or other alteration of the Parties' agreement that this Agreement is made in compromise of disputed claims and is neither an admission or denial of liability by Cisco.

31. In the event of the failure by Cisco to make any or all payments of the Relator's Share when due hereunder, the Relator will provide written notice of the non-payment to Cisco ("Relator's Non-Payment Notice"). Such Relator's Non-Payment Notice shall be given to the persons and at the addresses designated in Paragraph 42 by

(i) delivery in person, (ii) a nationally recognized next day courier service, or (iii) first class, registered or certified mail, postage prepaid. Relator's Non-Payment Notice so given shall be effective upon (i) receipt, or (ii) on the fifth (5th) day following mailing, whichever occurs first. Cisco shall have an opportunity to pay the unpaid balance within ten (10) calendar days from the effective date of Relator's Non-Payment Notice. If Cisco fails to pay the overdue unpaid balance of its payment obligations for the Relator's Share under this Agreement within ten (10) calendar days from the effective date of Relator's Non-Payment Notice (such failure herein referred to as "Relator's Share Default"), the Relator, in its sole discretion, may declare or do any or all of the following:

- a. Declare the entire Relator's Share, less any payments already made, and less any share of any amounts in Political Subdivision Checks not negotiated by the Political Subdivision Check Negotiation Deadline, immediately due and payable, with unpaid amounts bearing the default rate of interest at the interest rate set forth in New York Civil Practice Law and Rules § 5004 beginning as of the date of Relator's Share Default until payment of the remaining Relator's Share is made in full; and/or
- b. Institute an action or actions against Cisco in this Court to collect the unpaid amounts of the Relator's Share plus applicable interest. Cisco agrees not to contest any action to enforce this Agreement with respect to the Relator's Share or any other collection action undertaken by the Relator pursuant to this Paragraph, provided that Cisco may assert any defense asserting that its failure to make payments results from a breach of the Agreement by any other party to the Agreement, and if Relator

prevails in the action, Cisco agrees to pay the Relator all reasonable costs of collection and enforcement of this Agreement, including attorney's fees, expenses and court costs, including the costs of contesting any defense that Cisco's failure to make payments results from a breach of the Agreement by any other party to the Agreement.

ADDITIONAL TERMS

Representations

32. The States have agreed to the terms of this Agreement based on, among other things, the representations made to them by Cisco and its counsel. Among these, Cisco hereby represents that, to the best of Cisco's knowledge and good-faith belief, and in good-faith reliance on the data maintained by Cisco in the ordinary course of its business, Exhibit A to the July 17, 2019 Letter contains a true, accurate and complete statement of (a) all the state and local government entities that purchased VSM products from a Cisco authorized technology partner ("Partner") during the time period identified on Exhibit A to the July 17, 2019 Letter, as reported by the Partner; (b) the product ID and product description for the products purchased as reported by the Partner; and (c) Cisco's net sales for each product type reported to have been sold by the Partner to the identified state and local government entities. Cisco agrees and acknowledges that the States and the Relator have relied on the accuracy of Exhibit A to the July 17, 2019 Letter as a material consideration in entering into the Agreement.

33. To the extent any material representations are later found to be intentionally inaccurate or intentionally misleading, this Agreement is voidable by the States in their sole discretion, and Cisco expressly agrees not to plead, argue, or

otherwise raise any defenses under the theories of statute of limitations, laches, estoppel or similar theories, except to the extent such defenses were available on the date the Action was filed, to any civil or administrative claims filed by the States as a result of any such finding that a material representation(s) is intentionally inaccurate or intentionally misleading. No representation, inducement, promise, understanding, condition, or warranty not set forth in this Agreement has been made to or relied upon by Cisco in agreeing to this Agreement.

34. Each Party represents and warrants, through the signatures below, that the terms and conditions of this Agreement are duly and fully approved, and that execution of this Agreement by the undersigned counsel and any other signatories on behalf of the persons and entities appearing on their respective signature pages is duly and fully authorized.

General Terms

35. This Agreement is not intended for use by any third party in any other proceeding.

36. This Agreement and all its terms shall be construed as if mutually drafted with no presumption of any type against any party that may be found to have been the drafter.

37. Except as provided in Paragraphs 30, 31 and 45, and except for the provisions herein concerning Relator's right to recover his expenses and attorney's fees and costs, each Party shall bear its own legal and other costs incurred in connection with this matter.

38. This Agreement constitutes the complete agreement between and among the Parties concerning resolution of the state, and District of Columbia, law claims asserted in the Action, and may not be amended except by an instrument in writing signed on behalf of all the Parties to this Agreement. This Agreement does not affect any rights or obligations of Cisco, Relator and the United States with respect to resolution of the federal law claims in the Action, nor does it affect any agreement that may be reached between Cisco and Relator regarding Relator's claimed expenses, attorney's fees and costs related to the claims asserted in the Action.

39. This Agreement shall be binding on and inure to the benefit of the Parties to this Agreement and their respective successors and assigns, provided that Cisco may not assign, delegate, or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the States.

40. In the event that any one or more of the provisions contained in this Agreement, other than provisions concerning payment and release, shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.

41. Any failure by any Party to insist upon the strict performance by any other Party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, and the Party(ies) concerned, notwithstanding such failure, shall have the right thereafter to insist upon the strict performance of any and all of the provisions of this Agreement to be performed by the other Party(ies).

42. All communications from any Party concerning the subject matter of this Agreement shall be addressed as follows:

If to the States:

See Exhibit A hereto for each State's contact information.

If to Relator:

Claire Sylvia, Esq.
Phillips & Cohen LLP
100 The Embarcadero, Suite 300
San Francisco, CA 94105
Phone: (415) 836-9000

If to Cisco:

General Counsel
Cisco Systems, Inc.
170 West Tasman Drive
San Jose, CA 95134

With a copy to

Chief Litigation Counsel
Cisco Systems, Inc.
170 West Tasman Drive
San Jose, CA 95134

and

Suzanne Jaffe Bloom, Esq.
Winston & Strawn LLP
200 Park Avenue
New York, NY 10166-4193
Phone: (212) 294-6700

43. Except for written notices of Cisco non-payment issued by any State or Relator, the sending and receipt of which shall be governed by the provisions in Paragraphs 30 and 31 respectively, and the requirements regarding means of communication specified in Paragraphs 14, 15, and 16, all communications from any Party to another Party concerning this Agreement shall be sent by United States mail with return receipt requested or overnight delivery service with signature required to the signatory counsel for each Party, unless such communications are sent by email and a reply is written without objection to the electronic means of communication.

44. In any subsequent investigation, civil action, or proceeding by any State to enforce this Agreement, or for violations of the Agreement, Cisco expressly agrees and acknowledges that any statute of limitations or other time-related defenses are tolled from and after the Effective Date of this Agreement, and that the State(s) concerned may use statements, documents or other materials produced or provided by Cisco prior to or after the Effective Date of this Agreement as permitted by applicable rules of civil procedure and evidence.

45. If a court of competent jurisdiction determines that Cisco has breached this Agreement, other than by failing to pay amounts owed under the Agreement, the remedy for which is described in Paragraphs 30 and 31, Cisco shall pay to the State(s) concerned, and/or Relator, the cost, if any, of obtaining such determination and of enforcing this Agreement, including, without limitation, legal fees, expenses, and court costs.

46. Any headings, titles and subtitles contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the Parties, and shall not in any way affect the meaning or interpretation of this Agreement.

47. This Agreement shall be governed by the laws of the State of New York without regard to any conflict of laws principles. The Parties agree that the exclusive jurisdiction and venue for any dispute arising between and among the Parties under this Agreement will be the United States District Court for the Western District of New York.

48. This Agreement is effective on the date of signature of the last signatory of the Agreement (the “Effective Date”). Facsimiles and .pdfs of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

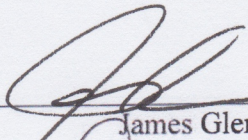
49. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Agreement is executed by the Parties hereto.

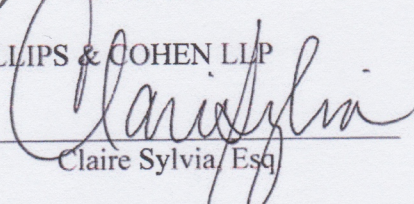
RELATOR JAMES GLENN

Dated: 7-19-19


James Glenn

PHILLIPS & COHEN LLP

Dated: 7.19.19

By: 
Claire Sylvia, Esq.

100 The Embarcadero, Suite 300

San Francisco, CA 94105

Tel.: (415) 836-9000

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Attorneys for Relator

DEFENDANT CISCO SYSTEMS, INC.

Dated: _____

CISCO SYSTEMS, INC.

By: _____

Name: Ms. Kelly Kramer

Title: Executive Vice President and Chief
Financial Officer

Dated: _____

WINSTON & STRAWN LLP

By: _____
Suzanne Jaffe Bloom, Esq.

200 Park Avenue

New York, NY 10166-4193

Tel.: (212) 294-6700

Email: sbloom@winston.com

*Attorneys for Defendant Cisco Systems,
Inc.*

IN WITNESS WHEREOF, the Agreement is executed by the Parties hereto

RELATOR JAMES GLENN

Dated _____

James Glenn

PHILLIPS & COHEN LLP

Dated _____

By _____
Claire Sylvia, Esq

100 The Embarcadero, Suite 300
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Attorneys for Relator

DEFENDANT CISCO SYSTEMS, INC

Dated. 7/19/19

CISCO SYSTEMS, INC

By. Kelly J. Kramer

Name Ms Kelly Kramer

Title Executive Vice President and Chief
Financial Officer

Dated 7/19/19

WINSTON & STRAWN LLP

By. Suzanne Jaffe Bloom
Suzanne Jaffe Bloom, Esq

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*Attorneys for Defendant Cisco Systems,
Inc*

STATE OF CALIFORNIA

XAVIER BECERRA, Attorney General
of California

Dated: 7/18/2019

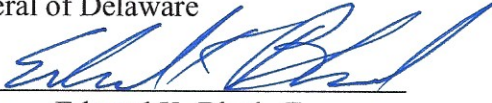
By: 
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STATE OF DELAWARE

Dated: 07/19/19

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STATE OF FLORIDA

Dated: 7-19-19

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Dated: 18 July 2019

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Dated: July 19, 2018

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STATE OF INDIANA

Dated: 7/19/19

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STATE OF MINNESOTA

KEITH ELLISON, Attorney General of
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Dated: _____

July 19, 2019

By: _____


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Jacob Campion, Esq.

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AARON D. FORD,
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Dated: July 19, 2019

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HECTOR BALDERAS, Attorney General
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Dated: 7/19/19

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STATE OF NEW YORK

LETITIA JAMES, Attorney General of
New York

Dated: July 18, 2019

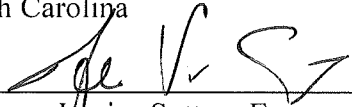
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STATE OF NORTH CAROLINA

Dated: 7/19/19

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Dated: July 18, 2019

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COMMONWEALTH OF MASSACHUSETTS

MAURA T. HEALEY, Attorney General
of Massachusetts

Dated: 7-19-19

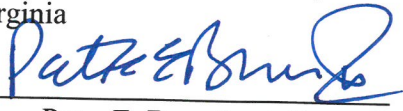
By: Cassandra H. Arriaza
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Dated: 7/19/19

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THE DISTRICT OF COLUMBIA

KARL A. RACINE, Attorney General for
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Dated: July 19, 2019

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Public Integrity Section
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By: 

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EXHIBIT A

to State Settlement Agreement in

U.S. ex rel. Glenn v. Cisco Systems, Inc., No. 11-CV-0400-A (W.D.N.Y.)

STATES NOTICE CONTACT INFORMATION

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Special Counsel for Litigation
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If to the State of Minnesota

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Bureau Chief, Taxpayer Protection
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State Attorney General
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Email: thomas.carroll@ag.ny.gov

If to the State of North Carolina

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Email: jsutton2@ncdoj.gov

If to the State of Tennessee

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If to the Commonwealth of Massachusetts

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Office of the Attorney General
Central Massachusetts Division
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If to the Commonwealth of Virginia

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If to the District of Columbia

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EXHIBIT B

to State Settlement Agreement in

U.S. ex rel. Glenn v. Cisco Systems, Inc., No. 11-CV-0400-A (W.D.N.Y.)

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA, and the
STATES OF CALIFORNIA, DELAWARE,
FLORIDA, HAWAII, ILLINOIS, INDIANA,
MASSACHUSETTS, MINNESOTA,
MONTANA, NEVADA, NEW
HAMPSHIRE, NEW JERSEY, NEW
MEXICO, NEW YORK, NORTH
CAROLINA, RHODE ISLAND,
TENNESSEE, VIRGINIA and the
DISTRICT OF COLUMBIA ex rel. JAMES
GLENN,

Plaintiffs,

-against-

CISCO SYSTEMS, INC.,

Defendant.

Index No.: 11-CV-0400(A)

**STIPULATION
OF DISMISSAL**

Plaintiffs the United States and the States of California, Delaware, Florida, Hawaii, Illinois, Indiana, Minnesota, Montana, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, Rhode Island, Tennessee, the Commonwealths of Massachusetts and Virginia, and the District of Columbia, and Relator James Glenn (the “Relator”), by and through their counsel, hereby submit this Stipulation of Dismissal pursuant to Federal Rule of Civil Procedure 41(a)(1) and 31 U.S.C. § 3730(b)(1) and similar provisions of the state false claims acts, and stipulate and agree to the following:

WHEREAS, on or about July [], 2019, United States, Relator, and Defendant entered into a final settlement agreement in *United States et al. ex rel. Glenn v. Cisco Systems, Inc.* No. 11-CV-0400(A) (the “Federal Settlement Agreement”);

WHEREAS on or about July [], 2019, the States of California, Delaware, Florida, Hawaii, Illinois, Indiana, Minnesota, Nevada, New Jersey, New Mexico, New York, North Carolina, Tennessee, the Commonwealths of Massachusetts and Virginia, and the District of Columbia (the “Settling State Plaintiffs”), Relator, and Defendant entered into a final settlement agreement in *United States et al. ex rel. Glenn v. Cisco Systems, Inc.*, No. 11-CV-0400(A) (the “State Settlement Agreement” and together with the Federal Settlement Agreement, collectively the “Settlement Agreements”); and

WHEREAS, on or about July [], 2019, the United States and the Settling State Plaintiffs filed their Notice of Intention to Intervene in *Qui Tam* Case for Purposes of Settlement;

Pursuant to Federal Rule of Civil Procedure 41(a)(1) and 31 U.S.C. § 3730(b)(1) and similar provisions of the state false claims acts, and in accordance with and subject to the terms of the Settlement Agreements, the United States, Plaintiff States, and Relator hereby stipulate to the entry of an order dismissing the above-captioned case as to the Defendant, provided that such dismissal shall be:

- with prejudice as to the United States as to the Covered Conduct described in the Federal Settlement Agreement, and without prejudice to the United States as to conduct other than that described in the Federal Settlement Agreement as Covered Conduct;
- with prejudice as to the Settling State Plaintiffs as to the Covered Conduct described in the State Settlement Agreement, and without prejudice as to the Settling State Plaintiffs

as to conduct other than that described in the State Settlement Agreement as Covered Conduct;

- without prejudice as to Montana, New Hampshire, and Rhode Island; and
- with prejudice as to the Relator as to the Covered Conduct and without prejudice as to the Relator as to conduct other than the Covered Conduct described in the Settlement Agreements.

Notwithstanding the foregoing, this Court shall maintain jurisdiction for the limited purpose of enforcing the Federal Settlement Agreement and the State Settlement Agreement, except as to the State of Florida, and will maintain jurisdiction over the Relator's claims for attorney's fees, expenses and costs, which have expressly been reserved.

The Parties respectfully request that the Court enter an order in the form attached.

Dated: July __, 2019
Buffalo, New York

Respectfully submitted,

JAMES P. KENNEDY, JR.
United States Attorney, Western District of New York

By: _____
Richard Resnick, Esq.

Assistant U.S. Attorney
Office of the U.S. Attorney for the Western District
of New York
138 Delaware Avenue
Buffalo, NY 14202

Michael D. Granston, Esq.

Assistant U.S. Attorney
Civil Division, U.S. Department of Justice
601 D Street, N.W.

Washington, DC 20004

Counsel for the United States of America

Dated: _____

James Glenn

PHILLIPS & COHEN LLP

Dated: _____

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Tel.: (415) 836-9000
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Attorneys for Relator

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of California

Dated: _____

By: _____
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STATE OF DELAWARE

Dated: _____

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General of Delaware

By: _____
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STATE OF FLORIDA

ASHLEY MOODY, Attorney General of
Florida

Dated: _____

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STATE OF HAWAII

CLARE E. CONNORS, Attorney General
of Hawaii

Dated: _____

By: _____
Mana Moriarty, Esq.

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STATE OF ILLINOIS

KWAME RAOUL, Attorney General of
Illinois

Dated: _____

By: _____
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STATE OF INDIANA

CURTIS HILL, Attorney General of
Indiana

Dated: _____

By: _____
Kelly S. Earls, Esq.

Deputy Attorney General
Administrative and Regulatory
Enforcement Litigation Section
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STATE OF MINNESOTA

KEITH ELLISON, Attorney General of
Minnesota

Dated: _____

By: _____
Jacob Campion, Esq.

Assistant Attorney General
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Solicitor General's Division
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STATE OF MONTANA

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Dated: _____

By: _____
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STATE OF NEVADA

AARON D. FORD, Attorney General of
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Dated: _____

By: _____
Bryan L. Stockton, Esq.

Senior Deputy Attorney General
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STATE OF NEW HAMPSHIRE

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STATE OF NEW JERSEY

GURBIR S. GREWAL, Attorney General
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Dated: _____

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STATE OF NEW MEXICO

HECTOR BALDERAS, Attorney General
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Dated: _____

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STATE OF NEW YORK

LETITIA JAMES, Attorney General of
New York

Dated: _____

By: _____
Thomas Teige Carroll, Esq.

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STATE OF NORTH CAROLINA

JOSHUA H. STEIN, Attorney General of
North Carolina

Dated: _____

By: _____
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STATE OF RHODE ISLAND

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Dated: _____

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Dated: _____

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COMMONWEALTH OF MASSACHUSETTS

MAURA T. HEALEY, Attorney General
of Massachusetts

Dated: _____

By: _____
Cassandra H. Arriaza, Esq.

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COMMONWEALTH OF VIRGINIA

MARK R. HERRING, Attorney General
of Virginia

Dated: _____

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THE DISTRICT OF COLUMBIA

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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA, and the
STATES OF CALIFORNIA, DELAWARE,
FLORIDA, HAWAII, ILLINOIS, INDIANA,
MASSACHUSETTS, MINNESOTA,
MONTANA, NEVADA, NEW
HAMPSHIRE, NEW JERSEY, NEW
MEXICO, NEW YORK, NORTH
CAROLINA, RHODE ISLAND,
TENNESSEE, VIRGINIA and the
DISTRICT OF COLUMBIA ex rel. JAMES
GLENN,

Plaintiffs,

-against-

CISCO SYSTEMS, INC.,

Defendant.

Index No.: 11-CV-0400(A)

[PROPOSED] ORDER

IT IS ORDERED that this case be dismissed with prejudice as to the United States as to the Covered Conduct described in the Federal Settlement Agreement, and without prejudice to the United States as to conduct other than that described in the Federal Settlement Agreement as Covered Conduct;

IT IS FURTHER ORDERED that this case be dismissed with prejudice, subject to the terms of the State Settlement Agreement, as to the states of California, Delaware, Florida, Hawaii, Illinois, Indiana, Massachusetts, Minnesota, Nevada, New Jersey, New Mexico, New York, North Carolina, Tennessee, Virginia, and the District of Columbia as to the Covered Conduct described in the State Settlement Agreement, and without prejudice to the foregoing states as to conduct other than that described in the State Settlement Agreement as Covered Conduct;

IT IS FURTHER ORDERED that this case be dismissed without prejudice as to the states of Montana, New Hampshire, and Rhode Island;

IT IS FURTHER ORDERED that this case be dismissed with prejudice as to the Relator, James Glenn, as to the Covered Conduct described in the Settlement Agreements, and without prejudice to the Relator as to conduct other than that described in the Settlement Agreements as Covered Conduct; and

IT IS FURTHER ORDERED that the Court shall retain jurisdiction for the limited purpose of enforcing the Federal Settlement Agreement and the State Settlement Agreement, except as to the State of Florida, and over Relator's claims for attorney fees, expenses and costs.

SO ORDERED, this ____ day of July, 2019.

UNITED STATES DISTRICT JUDGE